The Solicitors' Journal

VOL. 91 Saturday, March 8, 1947 No. 8

CONTENTS

CURRENT TOPICS

Suspension of Periodicals

MUCH has been said and written elsewhere of the unprecedented sacrifice exacted of the weekly periodical Press in the present fuel crisis. In common with many other such organs, THE SOLICITORS' JOURNAL has survived the vicissitudes of two wars and a general strike with the proud record of uninterrupted, if at times delayed, publication of its weekly issues. We are not concerned with the question whether the so-called "ban" had any legal basis (except to observe that the suggestion, made after the event, that Defence Reg. 55 could have been invoked to suppress publication is deeply disturbing to all concerned to preserve the freedom of the Press). In form, at all events, the step was taken by agreement with the association representing the majority of periodicals, and this journal, as a member of that association, was bound to honour that agreement. But with the wisdom and necessity of the interdict we are deeply concerned, for fundamental issues are involved. Advocates have not been lacking to urge special consideration for certain political weeklies, but there is no doubt that arguments at least as cogent could have been advanced on behalf of the trade, technical and professional journals. Discrimination was, rightly, resisted, and would clearly have been indefensible; but there is a great deal of evidence that even on grounds of expediency—to say nothing of principle—much might have been gained by limitation to any extent demanded by the emergency, rather than by outright suspension. The Press yields to none in readiness to make sacrifices in the public interest, but it cannot without protest concede any infraction on its right to appear, in however curtailed or makeshift a form.

Resumption of Publication

THIS issue, the first since the suspension, bears the marks of the enforced gap in publication. Much water can flow under the legal bridges in a fortnight, and we are confident that readers will endorse the policy of reducing in this particular issue the space devoted to certain regular features in order to ensure that essential information and news is adequately presented. The gap of two issues has also made necessary an adjustment in the dates of expiry of current subscriptions, and accordingly all subscriptions to THE SOLICITORS' JOURNAL now in force will be extended by two issues. This will have effect on the renewal of subscriptions falling due from 1st April, 1947, to 31st March, 1948, and will mean that they will become renewable two weeks later than was originally the case.

International Law Costs

THE bill of law costs presented to the British taxpayer by the Government in connection with the trial of war criminals was revealed in the Commons on 18th February, when the Solicitor-General, on discussion of a supplementary estimate of £40,000 for law charges, said that expenses in connection with the trials of international war criminals had been increased by £54,000 to £94,000. The total cost of the Nuremberg trials was £90,600, and of the Japanese trials £28,523. It was estimated that expenditure of £15,000 would be incurred before the Japanese trial came to an end. The total cost of the London office was £7,525. The figure of £90,600 for the Nuremberg trials was made up as follows: counsel's fees, £50,552; cost of tribunal, £26,800; general expenses, £4,960; German legal experts and translators, £4,354; estimated balance, £4,000. The British delegation was smaller than those of Russia and America. There were six learned counsel and the costs were: Sir D. Maxwell Fyfe, £22,915; Mr. Roberts, £12,693; Colonel Phillimore, £4,378; Lieut.-Colonel Griffith-Jones, £4,193; Mr. Elwyn Jones, M.P., £4,396; Major Barrington, £1,977. Most of the fees of the Attorney-General, totalling £4,000, were incurred after 1st April, 1946, and would be set off against his salary. Having regard to the length of time during which these advocates were away from their practices, especially in the case of Sir David Maxwell Fyfe, who bore the greatest share of the burden and was away from his practice for over a year, these fees are moderate, and much less than "the rate for the job," as understood in 1939, at any rate.

Nuremberg and the Future

THE moral balance sheet of Nuremberg has received many evaluations in the past year, but few have been more sane and well balanced than that drawn up by Mr. F. HONIG in "World Affairs" for January, 1947. The writer, who has practical experience of his subject as an ex-member of H.M. Judge-Advocate General's Department, attributes their proper importance to all the conflicting views that have been expressed on the subject, and comes to the conclusion that time will show "whether Nuremberg is to be associated in the minds of men with the triumph of right over might or with the beginning of an era when the victors arrogated to themselves the power to sit in judgment over the vanquished." Lest the Nuremberg trial be regarded as no more than an act of vengeance, the writer says, we must apply the same standards to the Allies as we do to our former enemies. The issues as to whether the atomic bomb can be regarded as a weapon of

defence, whether the production of atomic bombs and poisonous weapons capable of exterminating thousands is criminal, what constitutes planning for aggressive war, and whether scrambling for strategic positions can be looked upon as coming within that category, are squarely faced by the writer, who estimates the Nuremberg trial as "no more than a modest beginning" and the Charter of the International Tribunal as "no more than a rough draft of a code." He courageously examines the shortcomings of the Charter, particularly in its "over-scrupulous regard for the sovereignty of individual States" and its lesser regard to the "rights of man" in the widest sense. But in spite of all its imperfections, the trial, in the opinion of the writer, is a tremendous advance on what has gone before, and he concludes that if we recognise this to be only a beginning of what we hope to accomplish, then indeed we may be able to say, in the words of Pascal, that we "have so disposed of things that whatsoever is just is mighty, and whatsoever is mighty is just."

Recent Decisions

In *John T. Ellis, Ltd.* v. *Hinds*, on 7th February (*The Times*, 10th February), a Divisional Court (the LORD CHIEF JUSTICE, and HUMPHREYS and LEWIS, JJ.), giving further reasons to those already given (*ante*, p. 68) for allowing an appeal against conviction of a company for having permitted a youth to use a motor vehicle when there was not in force in relation to his user of the vehicle an insurance policy complying with Pt. II of the Road Traffic Act, 1930, held that the decision of ATKINSON, J., in *Sutch* v. *Burns* (1943), 60 T.L.R. 1, could not be followed in so far as it was there held that the owner of a car was bound to have a policy which would cover the liability of his chauffeur who had taken out his master's car for a "joy ride" and had caused personal injury to a third party while so doing. The master was not bound to have such a policy.

In *R.* v. *Rowland*, on 10th February (*The Times*, 11th February), the Court of Criminal Appeal (the LORD CHIEF JUSTICE, and HUMPHREYS and LEWIS, JJ.) refused to hear the evidence which was tendered of a witness who was alleged to have confessed to the murder with which the appellant was charged, as, if he was allowed to give evidence, it would mean that all the witnesses at the trial would have to be brought forward to see, for instance, if they could identify him, and the Court of Criminal Appeal was not constituted as a court of inquiry. The court held, however, that if there was a particular witness whose evidence in support of an alibi was not available at the trial, the court might be inclined to hear that evidence, but that was a very different thing from calling a person who had said that he had committed the crime. The court heard two such witnesses and dismissed the appeal.

On 17th February (*The Times*, 18th February), the court gave their reasons for dismissing the appeal. The court held that it was not the proper tribunal to hold an inquiry into the truth of such a statement, which would require the recalling of many witnesses and probably the calling of several fresh ones. If the court had allowed the person who made the statement to give evidence it would in effect have been trying not only the appellant, but the person who made the statement, thereby usurping the function of a jury. As a result of their judgment that person might have to stand his trial by a jury on a charge of murder. The court, furthermore, had no power under its statute to direct a new trial, and could only hear new witnesses in very exceptional circumstances.

In *Giddy and Giddy* v. *Horsfall*, on 13th February (*The Times*, 14th February), LEWIS, J., held that an agent had earned his commission for being instrumental in introducing a purchaser "prepared to purchase on the terms of your instructions or on terms acceptable to you," even though his principal, owing to her inability to find another house for her occupation, changed her mind and refused to sell.

In *Forsyth* v. *Forsyth*, on 13th February (*The Times*, 15th February), a Divisional Court (THE PRESIDENT and JONES, J.) held that there was no warrant for regarding the subject-matter of an information or complaint as being qualified by the condition that the person against whom it was made must be ordinarily resident within the general jurisdiction of the English Courts, that *M'Queen* v. *M'Queen* [1920] 2 S.L.T. 405, was wrongly decided on the question of jurisdiction to issue and serve a summons by a wife in this country against a husband in Scotland, and that an English court of summary jurisdiction had power to make an order under the Summary Jurisdiction (Married Women) Acts against a husband who was ordinarily resident in Scotland.

In *Baxter* v. *Baxter*, on 17th February (*The Times*, 18th February), the Court of Appeal (THE MASTER OF THE ROLLS, ASQUITH, L.J., and VAISEY, J.) held that where a marriage had never been consummated owing to the parties' use of contraceptives, a husband would not be entitled to succeed in a petition for nullity of marriage on the ground of his wife's "wilful refusal" within the meaning of s. 7 (1) (*a*) of the Matrimonial Causes Act, 1937, if he acquiesced in his wife's insistence on the use of contraceptives, even if his acquiescence was reluctant, as he would have failed to discharge the onus of proving that his wife had been guilty of wilful refusal to consummate the marriage.

In *British Motor Trade Association* v. *A. Dey & Co.*, on 18th February (*The Times*, 19th February), ROXBURGH, J., granted an injunction to restrain the defendants from inducing any person who had entered into a covenant with the plaintiffs to break his contract not to sell his motor car without consent for a period of six months from the date of purchase. Evidence was forthcoming that the defendants published and circulated a pictorial calendar with a representation on it of a coach and horses driving through a deed of covenant. Below it appeared the words: "Immediate delivery of 1946 slightly used cars. Highest cash prices given for 1946 and 1947." There was evidence also that a person who had written to the defendants that he had a new car coming to him shortly, received an offer from the defendants to buy it at a profit. The defendants agreed to submit to a perpetual injunction, an order for delivery up of the calendars in their possession or power, and an inquiry as to damages.

In *Harrison* v. *Liverpool Corporation*, on 19th February (*The Times*, 20th February), LYNSKEY, J., held at Liverpool Assizes that a police officer had no right to enter premises in pursuit of a man whom he believed had committed a misdemeanour and still less had he a right to enter premises when, in fact, all he suspected was that someone had committed an offence under a local byelaw, or was in unlawful possession of goods. The police officer failed in his action, owing to his being a trespasser in a bomb-damaged house, into which he had chased a suspected person.

In *Franklyn and Others* v. *Minister of Town and Country Planning*, on 20th February (*The Times*, 21st February), HENN COLLINS, J., held that on the true construction of para. 3 of Sched. I of the New Towns Act, 1946, the Minister of Town and Country Planning had acted within his powers in making the Stevenage New Town (Designation) Order, 1946, but that he had failed to exercise his quasi-judicial function in that he had failed to hear objections fairly and properly, he had confirmed the order while the fundamental objections of water supply and sewage had admittedly not been met and must be met if the scheme was to go forward, that there had been a defect of natural justice in that respect and the Minister had not decided with an open mind whether to confirm the order or not, but had meant to confirm it whatever the force of the objections, trusting that some solution would be found. His lordship further held that the Minister's function was judicial as well as administrative, and rejected the Attorney-General's contention that his function was merely administrative and that an objector who might have everything at stake had legislative permission to fulminate, but could do no more, "as that would reduce the provisions for objections, public local inquiry, report and consideration to an absurdity."

SOME NOTES ON THE CROWN PROCEEDINGS BILL—I

THERE can be no doubt of the importance of the great reformative step represented by the Crown Proceedings Bill now before the House of Lords and destined, no doubt, to become in substance part of the law of England and Scotland by the first day of next year at the latest; though to speak (as did one London daily) of the injustice at which it strikes as "one of the last remaining vestiges of the ancient doctrine of the divine right of Kings" is, of course, more rhetorical than accurate. The prerogatives of perfection and of judicial supremacy, which will each be affected by the Bill if it becomes law, have little to do with the claim of the Stuart Kings to govern independently of Parliament. Each is deeply rooted in the common law, which regarded them as essential for the proper conduct of state business and of justice. It still does not fit in with legal theory that the King, in his public capacity, should be a party to proceedings taken before him in his own courts. But the Royal Prerogative in all its branches is recognised by the common law as existing for the benefit and protection of the King's subjects. If changing conditions make it desirable to create fresh statutory exceptions to its universality, the authority of the Crown is in no way diminished.

There is far too much of substance in the thirty-eight clauses and two Schedules of the Bill which concern English lawyers to permit of a detailed commentary here, and indeed, such a commentary might well mislead unless it included the full text of the Bill. But these few notes are offered somewhat tentatively as at least a basis for a survey of its main proposals, starting this week with the clauses affecting substantive law. The practitioner who may be concerned with its operation—and who may not, in these days of departmental expansion?—must be recommended to study at first hand the *ipsissima verba* as soon as the Act becomes law. And here it may be observed that though it is proposed to bring the Act into force by future Order in Council, those provisions which aim at assimilating the Crown's liability in tort to that of a private person are to have an effect retrospective to the 13th February, 1947, the day when the Lord Chancellor introduced the Bill in the House of Lords (cl. 10 (1)). Some claims which have already arisen, therefore, will in all probability be governed by the Act when passed.

As is indicated above, the two constitutional maxims at which the Bill is aimed are, first, that the King can do no wrong, and second, that the King cannot be sued on any cause of action by ordinary process of law. The first clause strikes boldly at the first of these maxims. Thus, if a tort is committed by a servant or agent of the Crown, duly appointed and paid, in such circumstances that it gives rise under the present law to a cause of action against the servant or agent, then under the Bill the tort will, if committed in the course of the official's duty, be imputed to the Crown as if the Crown were a private person of full age and capacity. Presumably the action against the official remains, for what it may be worth, though the words "would apart from the provisions of this Act" in the proviso to cl. 1 (1) may give some trouble to a plaintiff in such a case. The conditional mood seems inappropriate if the officer's liability is to stand, but on the other hand the Bill is surely not intended as a civil servants' charter of tortious irresponsibility. At all events, there will no longer be the need for a Government Department to "back" a negligent driver who is a man of straw. There is a saving in the case of acts or omissions of persons discharging judicial responsibilities and executing judicial process (cl. 1 (5)).

The civil servant does expressly benefit by cl. 1 (1) (*b*), under which the Crown is to be liable in tort to its servants and agents in the same way as a private employer at common law. The limitations of this provision are obvious when the ramifications of the doctrine of common employment are considered. Nor will it, of course, confer any security of tenure of a Crown servant's office, which is, by a term implied in his engagement under a rule of public policy, terminable at the pleasure of the Crown (*Dunn* v. *R.* [1896] 1 Q.B. 116).

The recently notorious actions in which a defendant was nominated by a Government Department, and the exposure of the impropriety of which in *Adams* v. *Naylor* [1946] A.C. 543 and *Royster* v. *Cavey* [1946] 2 All E.R. 642 undoubtedly hastened the introduction of the Bill, will also pass into the limbo of superseded expedients. It is in the gap left by their sudden cessation that the material injustice now lies. Clause 1 (1) (*c*) and (2) respectively extend the process of assimilating Crown with subject to cases of breach of common law duty attaching to the ownership, occupation, possession or control of property and of breach of statutory duty; but in the latter instance the preliminary question of construction must not be overlooked—does the statute bind the Crown in respect of the duty? This question is specifically reserved by the opening words of the sub-clause and by cl. 36 (*f*). Moreover, it appears to be essential that the statutory duty upon which it is sought to make the Crown liable shall bind persons other than the Crown and its officers. This might be held to embrace, e.g., the safety provisions of the Factories Act, 1937, but not the new duty under cl. 23 (3) of the Bill of satisfying an award of money in Crown proceedings, because the latter duty can apply only to the Crown and its officers.

Although cl. 1 deals only with tort, the Lord Chancellor on 4th March mooted a possible amendment to cover contract as well.

Clause 6 applies the law relating to civil salvage of life and property to salvage services rendered to Crown ships and aircraft, and confers on the Crown in appropriate cases the ordinary rights of a salvor.

Clauses 7, 8 and 9 create exceptions to the new rule and exempt the Crown from liability in regard respectively to the postal service, the death or personal injury in certain circumstances of a member of the Armed Forces, and acts done or omitted in the lawful exercise of the prerogative and statutory rights of the Crown for defence and other purposes. Clause 7 (2) may be said to embody an exception to an exception, for it imposes on the Crown express liability for loss or damage to a registered inland postal packet "in so far as the loss or damage is due to any wrongful act done or any neglect or default committed, at any time after the commencement of this Act, by a person employed as a servant or agent of the Crown while performing or purporting to perform his functions as such in relation to the receipt, carriage, delivery or other dealing with the packet." The damages recoverable are limited to the lesser of (*a*) the market value of the packet, a message of information having no value for this purpose, and (*b*) the maximum amount covered under the Post Office Regulations by the registration fee actually paid. Since in order to succeed in proceedings under this subsection the sender or addressee will have to prove a wrongful act, neglect or default, it may be hazarded that the sum payable voluntarily and as a matter of grace under the present Post Office Regulations will continue to be the only compensation obtainable in the majority of cases of lost registered letters.

Consequential amendments of substantive law include provision for the application to the Crown's new liabilities of the ordinary incidents of contribution and indemnity, the modern rules dealing with joint and several tortfeasors and with contributory negligence on land or at sea, and certain limitations of liability under the Merchant Shipping Acts, 1894 to 1940 (cll. 2–5).

It is hoped to deal with the procedural proposals of the Bill in our next issue.

Mr. A. C. KINGSWELL has been appointed Clerk to the Justices of the Winchester County Division. He was admitted in 1931.

Mr. ANTHONY F. I. PICKFORD, Comptroller and City Solicitor, has been appointed Town Clerk of London. He was admitted in 1907.

It is regretted that owing to the illness of our contributor, "Divorce Law and Practice" is temporarily held over. It is hoped that a further article in this series, dealing with the final report of the Denning Committee, will appear in our issue of 22nd March.

TOWN AND COUNTRY PLANNING BILL—II

In an earlier article on this Bill (91 Sol. J. 47) the general effect of the Bill was discussed and some particular cases studied. It is now proposed to examine the Bill's provisions in more detail.

One of the most important matters to be considered is the control of development which is dealt with in Pt. II of the Bill. Clause 5 imposes on the new local planning authorities, i.e., county councils and county borough councils, the duty as soon as may be after the commencement of the Act of carrying out a survey and preparing a development plan for their areas within three years. Clause 10, which is the clause imposing on owners the obligation to obtain permission for development, only takes effect upon a day to be appointed by the Minister; and, similarly, it is only on the appointed day that by cl. 104 (2) the various repeals of existing statutory provisions take effect, the most important repeals being of the whole of the Town and Country Planning Act, 1932, and the Town and Country Planning (Interim Development) Act, 1943, which constitute the basis of the present planning law, and the greater part of the Restriction of Ribbon Development Act, 1935, including s. 1 (standard widths), s. 2 (restriction of building and access), and s. 9 (compensation). The effect of this will be that between the Bill's receiving the Royal Assent and the appointed day (assuming that any appreciable interval takes place) two sets of planning authorities will be operating side by side in the administrative counties, namely, the county councils, who will be starting to make their survey and plan, and the existing planning and interim development authorities (normally joint committees or county district councils), who will be carrying on their existing functions, and, although there will doubtless be co-operation between the two, this is a point which will have to be borne in mind in framing the enquiries usually submitted with requisitions for searches in the registers of local land charges. Until the appointed day the existing law relating to planning or interim development permission will continue to apply, and applications must be made accordingly. By paras. 1 and 8 of Sched. IX any planning, interim development, or ribbon development application (in the case of the latter, subject to a regulation being made accordingly) on which no final decision has been given before the appointed day, will be treated as an application for permission under the new Act, and there will be no need to make a new application.

We now turn to the position as it will be after the appointed day. By cl. 10 permission is required for any development as defined in the clause. By cl. 11 the Minister shall by order provide for the grant of permission. The order may—

(*a*) itself grant this permission, e.g., it may say that development specifically authorised by any Act of Parliament or the carrying out by electricity undertakers of underground works or overhead lines may be carried out, or

(*b*) (this will apply in the normal case) provide for permission to be granted by the local planning authority on an application made in that behalf.

Therefore, in considering whether application must in any case be made to a local planning authority, one must find out—

(*a*) whether the proposal is development within cl. 10, and

(*b*) if it is, whether permission is or is not granted by a development order (which may be general to the whole country or special to a particular area only).

A point to be watched, and this is a new power, is that the Minister may by order prescribe the classes of persons who may apply for development permission, e.g., he may give the right to apply to owners only or to persons who have contracted to purchase or to *bona fide* intending purchasers. It is obviously desirable for a purchaser buying for development that he should be able to obtain permission for development before he commits himself by contract, but if, when the order is made, it is found that a purchaser is not allowed to apply before contract, he would be well advised to enter into a conditional contract only or to arrange for his prospective vendor to obtain the necessary permission before exchange of contracts. It will be appreciated that until the authorities' development plans have been prepared and approved, for which three years are allowed, a formal application will be the only satisfactory way of safeguarding a purchaser's interests.

Clause 10 (2) defines development for which permission is required as—

> "the carrying out of building, engineering, mining or other operations in, on, over or under land, and the making of any material change in the use of any buildings or other land."

The word "engineering" in this definition is rather misleading. It conjures up visions of bridge or railway construction works or the like, but on reference to cl. 107, it is found to include the making of excavations and the formation or laying out of means of access to highways, and "means of access" is defined to include any means of access, whether private or public, for vehicles or foot passengers, and includes a street. In other words, the definition of "engineering" fills the gap, so far as not filled by the words "building operations," left by the repeal of ss. 1 and 2 of the Restriction of Ribbon Development Act, 1935, and, indeed, more than fills it, since it gives full control of access to any highway, and not only to trunk or classified roads to which s. 2 applied automatically, or roads to which s. 1 or s. 2 had been applied by resolution of the highway authority.

By the combined effect of cl. 10 (2), proviso (*a*), and the definition of "building operations" in cl. 107, permission is not required for—

(*a*) interior decoration, maintenance or alteration, or

(*b*) exterior maintenance which does not materially affect the design or external appearance of a building,

but, except for these two cases, it is required for building or rebuilding operations, structural alterations of or additions to buildings and other works materially affecting the design or external appearance of buildings. "Building" includes any structure or erection or any part of a building as so defined, but does not include plant or machinery comprised in a building. No guidance is afforded as to what is meant by a "structure" or an "erection" as such, e.g., does either include agricultural or dwelling-house garden fences, gates or ornaments, greenhouses or summerhouses required in connection with such a garden, or temporary tents or scaffolding which were excluded from being structures or erections for Ribbon Development Act purposes? On a literal interpretation, the words are wide enough to include almost anything. In *Venner* v. *M'Donnell* [1897] 1 Q.B. 421, the court had to consider the word "structure" in the London Building Act, 1894, and found it impossible to give a general definition to be applied everywhere in the Act. Wills, J., said at p. 427: "We must in each case consider the particular enactment which has to be applied, and see as best we can whether the nature of the provisions bearing upon the question justify the application sought to be made." Consequently, one must consider the object of the Bill and whether it is desirable in attaining this object that the thing, for want of a better word, concerned in any particular case, if a structure or erection in the literal sense, need be a structure or erection within the meaning of the Bill. It is to be hoped, therefore, that permission will not be required for a rustic arch over which to train rambler roses.

Clause 10 (3) provides, for the avoidance of doubt, that the use as two or more separate dwelling-houses of any building previously used as a single dwelling-house constitutes a material change in the use of the building and of each part thereof. Thus, while it appears that an owner may convert his house into flats by interior alterations without permission, he cannot use the flats unless he obtains permission. The doubt in the converse case is not avoided by the Bill, but it would seem arguable that permission is not required. Conversion of houses to flats in normal times is apt to be regarded as the down grade; whereas the converse, which represents a lowering of density, is the upgrade: and this may be the

explanation why one doubt is avoided and the other not. "Dwelling-house" is not defined, and the same considerations apply to interpreting its meaning as apply to interpreting "structure" and "erection." It is, however, interesting to consider how far a separate dwelling for the purpose of the Rent Restrictions Acts, which may consist of a single room, will be a separate dwelling-house within the meaning of the Bill. If strictly interpreted, and bearing in mind that change of use and not alteration of premises is being dealt with here by the Bill, every sub-letting for the first time of even a single room would require development permission and any sub-tenant in such a case where no permission had been obtained might find himself in trouble with the planning authority and liable to lose at the instance of such authority the benefit of any protection he might have under the Rent Acts. The object of the Bill would seem to be met if the change of use was limited to cases where houses were converted into self-contained flats, and the position would be more satisfactory if the alteration of the premises and not the alteration of the use were made the subject of permission.

Clause 10 (2) provides that the following uses shall not be deemed to involve development of land :—

(*a*) the use of any buildings or other land within the curtilage of a dwelling-house for any purpose incidental to the enjoyment of the dwelling-house as such,

(*b*) the use of any buildings or other land for the purposes of agriculture or forestry,

(*c*) in the case of buildings or land used for a purpose of any class specified in an order made by the Minister, the use thereof for any purpose in the same class

(but the construction or erection of the buildings in all these cases requires permission) ;

nor is permission required (cl. 10 (5))—

(*d*) for the resumption of the normal use of land and buildings temporarily used on the appointed day for some other purpose,

(*e*) where land is used on occasions, regular or not, before the appointed day for a purpose other than its normal purpose, in respect of similar occasional use, e.g., where a farmer has let his field out, say, three times a year for a local fair, permission will not be required to use the field as a fair ground three times a year,

(*f*) where land and buildings are unoccupied on the appointed day, in respect of use for the purpose for which they were last used not more than ten years before such day.

The question arises as to what is a material change of use. If a building is an office building or a factory building, does it matter for what profession or trade it is used, or what articles are manufactured ? Generally speaking, it would appear that in the case of a building, and subject to anything appearing in any permission relating to it, if the purpose of the building remains constant (e.g., residential, office, shop or industrial), changes in particular uses within that general purpose would not constitute development, and, therefore, for example, a stationer's shop may be used as a greengrocer's shop without applying for permission. The provision mentioned above that "for avoidance of doubt" the use of one house as two constitutes a material change might be used as an argument against this view. On the other hand, cl. 16 (2) provides that where permission is given for the erection of a building, and no purpose for which the building may be used is specified, the permission shall be construed as including permission to use the building for the purpose for which it is designed, e.g., if designed as a shop it may be used as a shop of any description. See also the definition of "existing use" in s. 53 of the Town and Country Planning Act, 1932. No mention is made as to whether, as in the case of a dwelling-house, sub-division of a shop or factory is a material change of use. Possibly any such sub-division which substantially increased the number of persons working per acre would be deemed development. It must be borne in mind that demolition of buildings may equally involve a change of use, as where buildings are demolished and their site used as a car park or simply as an open space.

After the recital of so many difficulties and doubts, one is relieved to discover that in case of doubt as to whether any particular operation or use constitutes development, an application may be made to the local planning authority to resolve the doubt (cl. 15), and from their determination an appeal lies to the Minister. This is an innovation in planning legislation, and, lest it be thought that the Minister is being made judge in his own cause, it is interesting to note that if the Minister decides that a particular operation or use is development but the applicant does not accept the decision and carries on without obtaining permission, then if the authority serve him with a notice requiring the development to cease and the *status quo ante* to be restored, the applicant may appeal to a court of summary jurisdiction against the notice, and may argue that permission was not required, the decision of the Minister not being binding on the court (cl. 15 (2)).

Having decided that one's client's activities will constitute development and that he is within the prescribed class of persons entitled to apply, the next step is to submit the application or applications necessary, and this will be dealt with in the next article.

COMPANY LAW AND PRACTICE

DISTRIBUTION OF PROFITS: INCOME OR CAPITAL ?

THE slight fog which hangs over the question of whether dividends paid out of capital profits of a company are capital or income in the hands of the recipient has, so far as tenant for life and remainderman are concerned, been dissipated by the Court of Appeal in *Re Doughty* [1947] 1 All E.R. 207.

The simplest way of reaching the present situation will be first to go back to the case of *Bouch* v. *Sproule* (1887), 12 App. Cas. 385, which was a tenant for life and remainderman case. In that case the Consett Iron Company distributed a "bonus dividend" out of its reserve fund and its undivided profit fund, and applied the amounts so paid in partly paying up new shares which were allotted to the members. The result of this was that the trustees of a settlement of property on A for life, and after her death to B, received, in addition to 600 shares of £10 each in the company with £7 10s. paid up thereon previously held by them, a further 200 shares of £1 each with the same amount paid up thereon. The question then arose whether these new shares were to be retained as part of the settled property or were to be handed over to the tenant for life.

In his speech Lord Herschell called this a difficult question. He quoted with approval Fry, L.J.'s, remarks in the court below that where a testator directs the subject of his disposition to remain as shares or stocks in a company which has power either of distributing its profits as dividend or of converting them into capital, and the company validly exercises this power, such exercise of its power is binding on all persons interested under the testator, and, consequently, what is paid as dividend goes to the tenant for life, and what is paid as capital or appropriated as an increase of the capital stock in the concern enures to the benefit of all who are interested in the capital. And he went on to hold that the transaction carried out by the company had been an appropriation of the undivided profits to an increase in the capital stock of the concern. It should be noted that the source of the undivided profits was not considered to be material, and it would on this reasoning have made no difference if the profits were ordinary trading profits or had been realised capital profits.

This point is illustrated by the judgment of Eve, J., in *Re Bates* [1928] Ch. 682. In that case the company made a substantial realised capital profit out of the sale of its ships, and this realised profit the company distributed to its members in cash. When making these payments the company stated that they were made out of capital and were not in the nature of a dividend or bonus on the shares. In his judgment Eve, J., said : "That no doubt was done with the intent,

which was indeed expressed, to protect the recipients from liability to taxation, but the mere impressing of these distributions with the appellation of 'capital distributions' cannot in my opinion determine their true character. One must inquire a little closer for the purpose of ascertaining whether they were in fact distributions of capital or distributions of something which, although in one sense capital, in that it originated by the realisation of assets and not from the ordinary income of the company's business, could not properly be regarded as capital for all purposes."

He went on to say that the company might have distributed those profits by way of dividend, which was what it had in fact done, or it might have increased its capital and at the same time declared a bonus and used the bonus in paying up the new capital. Until the fund was capitalised by some such operation it retained its characteristics of a distributable profit, and consequently, the payments fell to be treated as income and belonged to the tenant for life.

This decision was approved by the Privy Council in *Hill* v. *Permanent Trustee Co. of New South Wales* [1930] A.C. 720, and in particular, the statement that no change in the character of the fund was brought about by the company's expressed intention to distribute it as capital was approved.

Pausing at this point for a moment, it should be noted that, on the authorities so far discussed, it is not what the company says, but what it does, that affects the position. If it pays out in cash, no matter whence it comes, that will be a dividend and income payable to a person who has a life interest in the shares, but if the money is applied in paying up new shares so that trustees who hold the shares get fully or partly paid-up new shares, those shares form part of the capital of the trust. This is an easily understood distinction, but it is also an extremely artificial one. For it means the character of the dividend declared can be ascertained only by subsequent events, i.e., by whether the shareholder authorises the company to apply the amount of the dividend which he is entitled to be paid in cash to be used for a particular purpose, namely, paying up on his behalf new shares in the company.

In the cases hitherto examined the emphasis is on what is done at the company's end of the transaction, but in *Re Ward* [1936] Ch. 704, Clauson, J., approached the question as one of the will by which the shares were settled on a tenant for life.

In that case the company resolved that part of the surplus money in the hands of the company representing moneys received from the realisation of certain capital assets should be distributed among the members of the company on the footing that they received it as capital and in proportion to the shares held by them respectively.

The testator in *Re Ward* gave his shares in the company to trustees on trust to pay the dividends, interest and annual income to arise therefrom to his wife, and Clauson, J., notwithstanding *Hill's* case, *supra*, held that the payments were not dividends in the ordinary sense, that they did not come within the word " interest," and were not aptly described as annual income, and he therefore held that the payments formed part of the capital of the trust property.

In his judgment Clauson, J., referred to Lord Sumner's speech in *I.R.* v. *Blott* [1921] 2 A.C. 171. That case was an income tax case, which I propose to refer to later, but the passage referred to by Clauson, J., was that in which Lord Sumner was dealing with *Bouch* v. *Sproule*, *supra*, where he pointed out that the testator had left it to the company to decide whether a payment made by it was of an income or of a capital nature; and in *Re Ward* Clauson, J., said every precaution had been taken to make it quite clear that the payment was being made by the company as a capital payment, made under an express power which was part of the constitution of the company while the testator himself held shares.

This case is now of very doubtful authority since the decision of the Court of Appeal in *Re Doughty*, *supra*, but I have to defer until next week consideration of that case. It does, however, seem fairly clear that the decision in *Re Bates* was right and that in *Re Ward* was wrong. I also propose to discuss the cognate but different question of what payments by a company may be held to be capital, and what dividend, for the purpose of income tax law.

A CONVEYANCER'S DIARY

LIMITATION OF ACTIONS: A SERIOUS FLAW

WHEN the Limitation (Enemies and War Prisoners) Act, 1945, received the Royal Assent, I wrote in the SOLICITORS' JOURNAL of 21st April, 1945, that it was unnecessary for the Act to affect the twelve-year periods of limitation. I said that it was difficult to conceive cases in which there would be injustice if the Act were not to apply to those periods, while, on the other hand, the possibility of extensions of six or seven years in length on top of a twelve-year period would tend to have an unsettling effect on conveyancing for years to come. *Interest rei publicæ ut sit finis litium.*

My attention has recently been called to a case where the mortgagor of a small house had disappeared upwards of a dozen years ago, and it was sought to show that his right of redemption had become statute barred. The title had been presented to the Land Registry, who had raised in respect of it a requisition requiring evidence that the mortgagor had at no time during the twelve years been an enemy or a prisoner of war. That the requisition was raised by the Land Registry is immaterial. It could as easily have been raised by any ordinary purchaser. The question is whether a purchaser would be entitled to raise such a requisition and, if so, what the consequences would be.

The Limitation (Enemies and War Prisoners) Act suspends the running of time in any case where, before the expiration of the relevant limitation period, any person who would have been a necessary party to an action was an enemy or was detained in enemy territory. The definition of enemy for the purposes of this Act is very wide, and, since it proceeds mainly by reference to the definition in the Trading with the Enemy Act and the Defence Regulations amending that Act, has the effect that a large number of persons all over the world are still enemies and are still protected. I need not discuss the definition in greater detail here, as I dealt fully with it on 21st April, 1945, and 4th August, 1945. Suffice it to say that not only are there still very many " enemies," but there is no prospect of there ceasing to be any " enemies " in the near future. It is therefore already possible for the running of the twelve-year period to be suspended for as much as seven and a half years (that being the length of time from the outbreak of war to the present day), and before the Act of 1945 passes into history the suspension may very well be of ten years.

If it is right that any purchaser of land the title to which depends on limitation is entitled to ask for proof that the disseisee was never an enemy, it will be possible to raise and press this requisition at any time within a dozen years after the last " enemy " ceases to be an " enemy." Usually the disseisee has disappeared, and to trace his movements would be virtually impossible. Consequently, if the requisition is in order, it will be possible for any purchaser of land to evade the necessity of accepting a statutory title by raising and pressing this requisition. The effect will be to suspend the statute of limitations as a means of quieting the title to land for a generation. I venture to think that this would be a grave disaster, and one which could well be avoided.

It is my present opinion that this requisition is *not* admissible unless there is something in the abstract of title or the documents to put the purchaser on notice that the Act of 1945 may have applied. The suspension of the running of time is not altogether a new thing. The Limitation Act, 1939, suspends it when at the date of the cause of action accrued the person to whom it accrued was under a disability. But

there is no authority laying down that the purchaser of land whose title depends on the statute of limitations has a right to insist upon proof that the disseisee was of sound mind at the date when he was ousted. It is true that some of the expressions used in *Re Atkinson & Horsell* [1912] 1 Ch. 2 and [1912] 2 Ch. 1, suggest that such a requisition would be in order; but on closer examination they prove to be irrelevant, since in that case it chanced that the abstract showed that there was no disability, while the question now under discussion is what (if any) right a purchaser has to insist upon evidence of the non-existence of disability in cases where the documents are silent. In any event, no issue as to disability was before the court in *Re Atkinson & Horsell, supra*, so that the dicta on the subject were *obiter*.

Not only is there no binding authority that such a requisition is proper, but the practice of conveyancers is the opposite. I have never heard of a requisition as to the mental state of the disseisee being raised, and I should certainly advise a vendor to decline to spend money or time on obtaining information of that kind. The requisition raised by the Land Registry in the recent case appears to me to be equally inadmissible. But unfortunately, since the matter is not directly concluded by authority, it is arguable, and might in a suitable case be argued, that such a requisition may be made and pressed. For the reasons given above I think that the party stating this proposition would be likely to lose, but until the point has been argued, and until he has lost, the question is an open one. The possibility of a contrary decision will give a lever to a purchaser seeking to get out of his bargain. Moreover, since the considerable authority of the Land Registry appears to have been thrown into the scale, it will not be easy for a vendor merely to brush such a requisition aside. And so long as it has not been decisively held that the requisition is improper, titles will be brought avoidably into controversy and a large part of the purpose of the Limitation Act, 1939, will be defeated.

I have thought it right to raise this matter publicly at the first opportunity which has been available, and to ask, through this journal, that particulars may be sent to me, for use here, of cases in which this point has been taken. With great respect to the draftsmen of the Act of 1945, I am of the opinion that the extension of the provision for enemies and war prisoners to the twelve-year periods was unnecessary and mischievous. For obvious reasons, it is now too late for Parliament simply to amend the Act of 1945 so as to exclude the twelve-year period; it is not too late to provide that in a case of the twelve-year period the maximum suspension shall be for three years. A one-clause Act to this effect could and should be passed. No doubt the Government will seek to say that Parliament is already overburdened with the Bills which they have thought fit to bring in. This excuse was advanced last autumn in reference to the Crown Proceedings Bill, but it has been abandoned in face of the public criticism which it occasioned. Let us hope that the same may occur here.

LANDLORD AND TENANT NOTEBOOK

UNAUTHORISED ALTERATIONS: RELIEF AND DAMAGES

OWNERS of high-class residential property have on more than one occasion indirectly contributed to our knowledge of the law of landlord and tenant. In the period between the wars, the Estates Governors of Alleyn's College of God's Gift at Dulwich, to give them their full title, set the law in motion on at least three occasions when the amenities of their property were in jeopardy, giving us *Berton* v. *London and Counties House Property* (1920), *The Times*, 19th May; *Berton* v. *Alliance Economic Investment Co.* [1922] 1 K.B. 742 (C.A.), and *Barton* v. *Reed* [1932] 1 Ch. 362, on the questions of permitting unauthorised user and the position of unauthorised sub-tenants and sub-sub-tenants. More recently, similar functions have been discharged by the trustees of the property known as the Eyre Estate, St. John's Wood, London, who first settled the question of liability for dilapidations despite building restrictions—*Eyre* v. *Johnson* (1946), 62 T.L.R. 400—and have now provided us with illustrations of the law of forfeiture and that of measure of damages in *Eyre* v. *Rea*, reported in *The Times* of 5th February, 1947.

The recent case attracted a certain amount of popular attention because of the position of a number of occupiers of flats into which the house concerned had been divided by the defendant without the required consent of the plaintiffs, his landlords; for the defendant had induced some of the persons in question not only to take leases, but to pay some years' rent in advance and assist in the effecting of the unauthorised alterations. But these people were not parties to the action, and for the present, at all events, interest centres on the questions of the applicability of the Law of Property Act, 1925, s. 146, to the facts and of the proper measure of damages for breach of covenant against alterations.

On the former question, the relevant facts were as follows: it was the plaintiffs' policy to keep the neighbourhood as a high-class residential area, and the lease of every house on the estate contained a tenant's covenant to use it as a private dwelling-house in one occupation only. There was also the usual covenant against alienation. The house which became the subject of the action was let before the war for a term expiring in 1960. Early in 1946 the lessee sought consent to assign the residue to the defendant, and before this was granted the plaintiffs' solicitors, having some reason to believe that he intended converting the house into flats, obtained his assurance that he had no such intention. As soon as the consent had thus been obtained, the tenant negotiated five-year leases of five flats into which the house was to be divided, some of the sub-tenants subsequently agreeing to pay five years' rent, less 30 per cent., in advance. When the sub-terms were due to commence, the house was much as it was, and the defendant explained this by reference to the building restrictions and suggested that the sub-tenants should seek licences and do the work themselves, debiting the defendant.

Atkinson, J., considered that he had no option but to make an order for the forfeiture of the lease. "No option" may, perhaps, sound strange to those familiar with the statement of principles set out—with full consciousness of the damage attendant—by Cozens-Hardy, M.R., in *Rose* v. *Spicer*, *Rose* v. *Hyman* [1911] 2 K.B. 234 (C.A.); especially when one considers that some analogy might be drawn between the two sets of facts, for in the older case a chapel had been converted into a cinematograph theatre and some structural alteration of the premises made for that purpose. The learned Master of the Rolls laid down three conditions of relief: the applicant must as far as possible remedy breaches and pay compensation for those which were irremediable; if the covenant was negative, he must undertake to observe it in future or avow his intention not to repeat the breach; if it was in the nature of waste, he must undertake to make good the waste if possible; while if the breach was neither breach of a negative covenant nor an act of waste, but one giving rise to a right to even nominal damages, he must undertake not to repeat it.

At first sight, one might say that there was no reason why the defendant in *Eyre* v. *Rea*, being willing to restore the house to its former state, should not have qualified for relief on the above lines. (In *Rose* v. *Spicer* the applicant was unable to satisfy the Court of Appeal that the alterations were not waste, and that he could not carry on the business proposed without them; on appeal to the House of Lords, however—*Hyman* v. *Rose* [1912] A.C. 623—it was held that they did not constitute waste, and relief was granted.)

But it is, I think, important to note that Cozens-Hardy, M.R., continued with a summary in these terms: "In short, subject only to the maxim *de minimis*, the applicant must

come into court *with clean hands*, and ought not to be relieved if he avows an intention to continue or to repeat a breach of covenant."

This serves to remind us that relief against forfeiture is, after all, an equitable remedy, and legislation has not sought to deprive courts of their discretion. It may be that the summary suggests an interpretation of part of the statement of principles: where it is said that the applicant "must undertake to observe the covenant in future" or "must undertake not to repeat the wrongful act," this must be read as if some such words as the following were inserted: ". . . and the court must be satisfied that, having regard to the character of the applicant, the undertaking is one on which the respondent to the application may reasonably rely."

Alterations were effected; and, in their claim for damages, the plaintiffs asked for an amount representing the cost of restoring the building to its former condition, plus an amount representing loss of rent while that process was undergone. The defendant's plea to this may have been suggested by the Landlord and Tenant Act, 1927, s. 18 (1)—damages for a breach of a covenant, etc., shall in no case exceed the amount by which the value of the reversion is diminished owing to the breach—but the covenants specified by the subsection are covenants to keep or put premises in repair during, and to leave or put them in repair at the termination of, a lease; nothing is said about covenant restricting user or alteration. However, the defendant's case was that, as the five flats would yield a better return than that of the amount reserved by the lease, the plaintiffs would not suffer by the conversion. Atkinson, J., declined to apply this principle to the breach of covenant and awarded the sums claimed.

In effect, the defendant was asking the court to treat the alterations as waste only, and not as a breach of covenant; in waste, as was demonstrated by *Whitham* v. *Kershaw* (1886), 16 Q.B.D. 613 (C.A.), the cost of restoration is not the measure of damages. Breach of covenant being breach of contract, it is more easy to approximate to the ideal of *restitutio in integrum*, and in this connection no doubt the policy of the plaintiffs in regard to treatment of the estate would be a relevant factor.

Whether the defendant in *Eyre* v. *Rea* might have succeeded in obtaining discharge or modification of the restrictive covenants by applying under the Housing Act, 1936, s. 163, is doubtful; those interested in such matters may like to be referred to 87 SOL. J. 81, where the working of that section and of the Law of Property Act, 1925, s. 84 (which could not possibly have availed the defendant, in view of the shortness of the term) were discussed in the "Notebook."

TO-DAY AND YESTERDAY

March 3.—On 3rd March, 1852, two young men, George Jones, alias Joseph Moss, and George Hanks, alias Charles Rork, were tried at the Oxford Assizes for burglary with violence. They had entered the house of John Checkley at Cornwell and stolen a silver watch, a dozen silver spoons and other articles, besides assaulting him so that his life was in imminent danger for several days. They had been armed with revolvers and had also threatened and robbed the servant maid. When trapped in the fields near Leominster they fired at the police, who returned their shots and wounded Hanks in the thigh. When they were convicted Mr. Justice Wightman told them that, though sentence of death would be recorded against them, it would not be carried into effect and they would be transported for life. The two police officers were awarded £5 each for their courage.

March 4.—On 4th March, 1790, the Gray's Inn Benchers ordered that £1,500 consolidated bank annuities 3 per cent. be purchased in the names of three of their number in trust for the Society.

March 5.—Writing from Gray's Inn on 5th March, 1641, Alexander Rigby mentioned with regard to the trial of the Earl of Strafford, that Sir George Radcliffe, a Bencher who lived in the gatehouse in Gray's Inn Lane, was one of his supporters.

March 6.—About eighteen months after the outbreak of the American War of Independence, James Hill, known as "John the Painter," who "during a residence of some years in America had imbibed principles destructive to the interests of this country," plotted a partially successful attempt to burn the buildings in the Portsmouth Dockyard. He was tried at Winchester Castle on 6th March, 1777, before Mr. Baron Hotham and unhesitatingly convicted by the jury. The judge in passing sentence emphasised the enormity of his offence, telling him that it might have involved the whole British nation in ruin. He was hanged at Portsmouth within sight of the destruction he had caused.

March 7.—Lazarus Hempstead, a man of forty-nine, was tried at the Chelmsford Assizes on 7th March, 1855, for the murder of his wife, Anne. He had smashed her skull with a hammer in their bedroom. They lived at Halstead, where both worked in a silk factory, and they had five children. A few hours afterwards he gave himself up to the police. He gave no reason for his action and it was proved that his neighbours all had the impression that he was of unsound mind; he was in the habit of wandering about all night and he laboured under several delusions with regard to his wife. The governor and surgeon of the gaol were of the same opinion. In prison he had nearly starved himself to death and on a previous occasion he had tried to hang himself. He was acquitted on the ground of insanity.

March 8.—Joseph Jekyll died, at the age of eighty-four, at 22 New Street, Spring Gardens, London, on 8th March, 1837. He was a great-nephew of Sir Joseph Jekyll, Master of the Rolls. He joined Lincoln's Inn in 1769 and was called to the Bar there in 1778, but in 1795 he was admitted to the Inner Temple where he was elected a Bencher and served as Treasurer. He had, however, little practice and became well known rather for his wit and his contributions to the newspapers. He also entered politics and sat in Parliament as member for Colne from 1787 to 1816. The Prince of Wales noticed him with favour and in 1805 appointed him his Solicitor-General, at the same time procuring him the dignity of King's Counsel. Ten years later he prevailed upon Lord Chancellor Eldon to make Jekyll a Master in Chancery despite the insufficiency of his legal knowledge.

March 9.—John Lyall, Advocate-General of Bengal, died while on a visit to Government House, Barrackpore, on 9th March, 1845, three years after his appointment. He was a barrister of the Inner Temple. He had been apparently in good health the previous evening but was seized with spasmodic cholera in the night and died in the afternoon. He had particularly distinguished himself by his zeal for the happiness of the Indians.

THE CRITICISMS OF MR. JUSTICE CHARLES

The courts will miss a very vigorous personality now that Mr. Justice Charles has resigned. Of late years he has been strongly critical of the doings of bureaucracy. Just a year ago at the Lincoln Assizes he was describing certain correspondence from the office of the solicitor to one of the Ministries as "silly letters which ought never to have been written," and observing that the writer obviously "hasn't an elementary idea of the law of England and what he says in this letter is plain bad law." They had suggested to the plaintiff, a land girl, that certain matters should be referred to an independent referee appointed by the Lord Chancellor. "Why," asked the judge, "should this girl submit herself to every Tom, Dick and Harry whom the Lord Chancellor chooses to appoint?" It was at Lincoln, too, that he criticised some of the powers of Board of Trade officials. "We want to know where we are going with these officials," he said. "Who gave you your power?" The witness was an assistant accountant who had a warrant giving him wide powers to enter and inspect undertakings where rationed goods were being manufactured. The judge continued: "The person who sets out to do all that is an assistant accountant who can know nothing about anything except his accounts. It is a little alarming to find these warrants scattered about. I daresay the crossing-sweeper has one and maybe the chimney-sweeper can march into any undertaking, take samples and do all sorts of things which are a gross infringement of the private property of people." Not only officials met with his robust criticism. At Bristol, when told of a "wet-weather clause" under which dockers were excused from working when it rained, irrespective of the type of cargo, the judge asked the witness then in the box, a merchant seaman: "What do you do at sea when it rains? Do you heave the ship to and all go below until the rain stops? I quite agree that dockers' clothes must be kept dry. We have seen here what delicate specimens they are." He added: "You can't tell me anything about ships. I was on ships before you were born."

COUNTY COURT CALENDAR FOR 10th TO 31st MARCH, 1947

Circuit 1—Northumberland

HIS HON. JUDGE RICHARDSON
Alnwick,
Berwick-on-Tweed,
Blyth,
Consett,
Gateshead, 11
Hexham,
Morpeth, 10
†*Newcastle-upon-Tyne, 19, 20 (B.), 21 (J.S.)
North Shields, 27
Seaham Harbour, 17
South Shields, 26
Sunderland, 12, 13

Circuit 2—Durham

HIS HON. JUDGE GAMON
Barnard Castle,
Bishop Auckland, 25
Darlington, 12, 26
*Durham, 11 (J.S.), 24, 31 (J.S.)
Guisborough,
Leyburn, 10 (R.)
Middlesbrough, 20 (J.S.), 21
Northallerton, 27
Richmond, 13
†*Stockton-on-Tees, 18
Thirsk, 14 (R.)
West Hartlepool, 19

Circuit 3—Cumberland

HIS HON. JUDGE ALLSEBROOK
Appleby,
†*Barrow - in - Furness,
Brompton,
*Carlisle, 19
Cockermouth, 13
Haltwhistle,
*Kendal, 18
Keswick,
Kirkby Lonsdale,
Millom, 11
Penrith, 20
Ulverston,
†*Whitehaven, 12
Wigton,
Windermere,
*Workington,

Circuit 4—Lancashire

HIS HON. JUDGE PEEL, O.B.E., K.C.
†*Blackburn, 14, 17, 19 (R.B.), 21 (J.S.) (B.),
†*Blackpool, 11 (J.S.) (B.), 12(R.B.), 19, 20
Chorley, 13
Lancaster,
†*Preston, 10 (R.B.), 18 (J.S.) (B.)

Circuit 5—Lancashire

HIS HON. JUDGE ORMEROD
Accrington, 20
Bolton, 19, 26
*Burnley,
Bury, 17 (R.)
Colne, 21
Nelson,
Rochdale, 14 (R.)
Salford, 10, 18 (J.S.), 24, 25

Circuit 6—Lancashire

HIS HON. JUDGE CROSTHWAITE
HIS HON. JUDGE HARRISON
†*Liverpool, 10, 11, 12 13, 14, 17, 18, 19, 20, 21, 24, 25, 26, 27, 28, 31
St. Helens, 19
Southport, 18
Widnes,
*Wigan, 20

Circuit 7—Cheshire

HIS HON. JUDGE BURGIS
Altrincham, 26
*Birkenhead, 12, 18, 19, 25, 26 (R.), 28
Chester,
*Crewe,
Market Drayton, 14
Nantwich, 20, 21
*Northwich,
Runcorn, 11
*Warrington, 13, 27 (J.S.)

Circuit 8—Lancashire

HIS HON. JUDGE RHODES
Leigh, 14, 21, 28
†*Manchester, 10, 11, 12, 13, 14 (B.), 17, 18 19 20, 24, 25, 26, 27, 28 (B.)

Circuit 10-Lancashire

HIS HON. JUDGE RALEIGH BATT
*Ashton-under-Lyne,
Congleton, 21
Hyde,
*Macclesfield, 25
*Oldham, 12, 13 (J.S.), 28
Rawtenstall, 19
Stalybridge, 20, 27 (J.S.)
*Stockport, 18, 26 (J.S.)
Todmorden, 11

Circuit 12—Yorkshire

HIS HON. JUDGE RICE-JONES
*Bradford, 10, 11, 13, 14
Dewsbury, 20
*Halifax, 21
*Huddersfield, 18, 19
Keighley,
Otley,
Skipton,
Wakefield, 12

Circuit 13—Yorkshire

HIS HON. JUDGE ESSENHIGH
*Barnsley,
Glossop, 12 (R.)
Pontefract, 10, 11, 12
Rotherham, 18, 19
*Sheffield, 13, 14, 20, 21, 27, 28

Circuit 14—Yorkshire

HIS HON. JUDGE STEWART
Harrogate, 21
Leeds, 12, 19, 20 (J.S.), 26, 27 (J.S.)
Ripon,
Tadcaster, 11
York, 18

Circuit 16—Yorkshire

HIS HON. JUDGE GRIFFITH
Beverley, 14
Bridlington, 10
Goole, 25 (R.), 28
Great Driffield, 24
†*Kingston upon Hull, 17 (R.), 18 (R.), 19, 20, 21 (J.S.), 24 (R.B.), 31 (R.)
Malton,
Scarborough, 11, 12, 18 (R.B.)
Selby,
Thorne, 27
Whitby, 12 (R.), 13

Circuit 17—Lincolnshire

HIS HON. JUDGE SHOVE
Barton on Humber, 11
†*Boston, 20 (R.), 27
Brigg,
Caistor,
Gainsborough, 19 (R.), 24
Grantham, 12 (R.), 21
†*Great Grimsby, 19 (J.S.), 20
(*R. every Wednesday*)
Holbeach, 13 (R.)
Horncastle, 13, 28 (R.)
*Lincoln, 17
*Louth, 25
Market Rasen, 11 (R.)
Scunthorpe, 18
Skegness, 26
Sleaford, 11 (R.)
Spalding, 12
Spilsby, 21 (R.)

Circuit 18—Nottinghamshire

HIS HON. JUDGE CAPORN
Doncaster,
East Retford, 11
Mansfield, 25
Newark, 18 (R.), 26
*Nottingham, 12, 13, 14 (J.S.), 19, 20, 21, (B.)
Worksop, 18, 25 (R.)

Circuit 19-Derbyshire

HIS HON. JUDGE WILLES
Alfreton, 18
Ashbourne,
Bakewell,
Burton-on-Trent, 12 (R.B.)
Buxton, 17
Chesterfield, 14, 21 (J.S.)
*Derby, 18 (R.B.), 19, 20 (J.S.)
Ilkeston, 11
Long Eaton, 13
Matlock,
New Mills,
Wirksworth,

Circuit 20—Leicestershire

HIS HON. JUDGE FIELD, K.C.
Ashby-de-la-Zouch, 13
*Bedford, 11 (R.B.), 19
Hinckley 12
Kettering, 18
*Leicester,
Loughborough, 11
Market Harborough, 10
Melton Mowbray, 21
Oakham, 14
Stamford, 17
Wellingborough, 20

Circuit 21—Warwickshire

HIS HON. JUDGE FORBES
HIS HON. JUDGE TUCKER (Add.)
*Birmingham, 10, 11, 12, 13, 14, 17, 18 (B.), 19, 20, 21, 24, 25, 26, 27, 28

Circuit 22—Herefordshire

HIS HON. JUDGE LANGMAN, O.B.E.
Bromsgrove, 14
Bromyard
Evesham, 26
Great Malvern,
Hay,
*Hereford, 11, 18
*Kidderminster, 25
Kington,
Ledbury,
*Leominster, 10
Ross, 14
*Stourbridge,
Tenbury,
*Worcester, 20, 21

Circuit 23 — Northamptonshire

HIS HON. JUDGE HAMILTON
Atherstone, 20
Banbury, 14
Bletchley, 11
Chipping Norton, 26
*Coventry, 24
Daventry, 12
Leighton Buzzard,
*Northampton, 17, 18
Nuneaton, 19
Rugby, 13
Shipston-on-Stour, 10
Stow-on-the-Wold,
Stratford-on-Avon 25
*Warwick, 21 (R.B.)

Circuit 24 — Monmouthshire

HIS HON. JUDGE THOMAS
Abergavenny,
Abertillery, 11
Bargoed, 12
Barry,
†*Cardiff,
Chepstow,
Monmouth, 18
*Newport, 20, 21
Pontypool and Blaenavon, 19, 24
*Tredegar, 13

Circuit 25—Staffordshire

HIS HON. JUDGE NORRIS
*Dudley, 18, 25
Redditch, 11
*Walsall, 13, 20, 27
*West Bromwich, 12, 19, 26
*Wolverhampton, 14 21, 28

Circuit 26—Staffordshire

HIS HON. JUDGE TUCKER
*Hanley, 20, 21
Leek, 17
Lichfield, 10
Newcastle - under - Lyme, 18
*Stafford,
Stoke-on-Trent,
Stone, 31
Tamworth, 14
Uttoxeter, 28

Circuit 28-Shropshire

HIS HON. JUDGE SAMUEL, K.C.
Brecon, 14
Bridgnorth, 12
Builth Wells,
Craven Arms,
Knighton,
Llandrindod Wells,
Llanfyllin,
Llanidloes,
Ludlow, 10
Machynlleth,
Madeley, 13
*Newtown,
Oswestry, 11
*Shrewsbury, 17, 20
Wellington, 18
Welshpool,
Whitchurch, 19

Circuit 29—Caernarvonshire

HIS HON. JUDGE ERNEST EVANS, K.C.
Bala,
†*Bangor, 10
Blaenau Festiniog, 17
*Caernarvon, 12
Colwyn Bay,
Conway,
Corwen,
Denbigh,
Dolgelly,
Flint,
Holyhead, 11
Holywell, 14
Llandudno, 13
Llangefni,
Llanrwst, 20
Menai Bridge,
Mold, 21 (R.)
*Portmadoc, 18
Pwllheli, 21 (R.)
Rhyl, 19
*Ruthin, 25
Wrexham, 26, 27

Circuit 30—Glamorganshire

HIS HON. JUDGE WILLIAMS, K.C.
*Aberdare,
Bridgend, 24 (R.), 25, 26, 27
Caerphilly, 20 (R.)
Merthyr Tydfil,
*Mountain Ash,
Neath, 19, 20, 21
*Pontypridd, 11, 12, 13, 14
*Porth, 10
Port Talbot, 18
*Ystradyfodwg,

Circuit 31—Carmarthenshire

HIS HON. JUDGE MORRIS, K.C.
Aberayron,
†*Aberystwyth, 21
Cardigan,
†*Carmarthen and Ammanford,
†*Haverfordwest, 19
Lampeter,
Llandovery,
Llanelly, 25, 27
Narberth, 17
Newcastle Emlyn,
Pembroke Dock,
*Swansea, 10, 12, 13, 14

Circuit 32—Norfolk

HIS HON. JUDGE CAREY EVANS
Beccles,
Diss, 11
Downham Market, 20
East Dereham,
Fakenham,
†*Great Yarmouth,
Harleston,
Holt,
†*King's Lynn, 13
*Lowestoft,
North Walsham,
*Norwich, 17, 18, 19
Swaffham, 26
Thetford, 25

Circuit 33—Essex

HIS HON. JUDGE HILDESLEY, K.C.
Braintree,
*Bury St. Edmunds,
*Chelmsford, 11
Clacton, 18
Colchester,
Eye,
Felixstowe, 26
Halesworth, 31
Halstead,
Harwich, 28
Ipswich, 12, 13, 14
†*Maldon, 20
Saxmundham,
Stowmarket, 21
Sudbury, 24
Woodbridge,

Circuit 34-Middlesex

HIS HON. JUDGE TUDOR REES
HIS HON. JUDGE PRATT
Brentford, 10, 14, 17, 19, 21, 24, 26, 28
Uxbridge, 18, 25

Circuit 35 — Cambridgeshire

HIS HON. JUDGE CAMPBELL
Biggleswade,
Bishops Stortford
*Cambridge, 19 (J.S.), (B.), 20
Ely, 17
Hitchin, 14
*Huntingdon, 13, 21 (R.)
Luton, 26 (R.B.)
March, 31
Newmarket, 21
*Oundle,
Peterborough, 10, 11
Royston, 12
Saffron Walden,
Thrapston,
Wisbech, 18

Circuit 36—Berkshire

HIS HON. JUDGE HURST
*Aylesbury, 27 (R.B.)
Buckingham, 25
Cheltenham, 11, 12
Henley-on-Thames,
High Wycombe, 27
Northleach, 10
Oxford, 10 (R.B.), 24
Reading, 13 (R.B.), 19, 20, 21
Tewkesbury, 17
Thame,
Wallingford, 17
Wantage,
Witney,

Circuit 37-Middlesex

HIS HON. JUDGE SIR GERALD HARGREAVES
HIS HON. JUDGE ALUN PUGH
Chesham,
*St. Albans, 18 21
West London 10, 11, 12, 13, 14, 17, 18, 19 20, 21, 24, 25, 26, 27, 28

Circuit 38-Middlesex

HIS HON. JUDGE DONE
HIS HON. JUDGE WHITMEE
Barnet, 18
*Edmonton, 11, 14, 17, 20, 21, 25, 27, 28
Hertford,
Watford, 12, 19, 26

Circuit 39-Middlesex

HIS HON. JUDGE ENGELBACH
HIS HON. JUDGE WHITMEE (Add.)
Shoreditch, 10, 11, 13, 14, 17, 18, 20, 21, 24, 25, 27, 28, 31
Windsor, 12, 19, 26

Circuit 40-Middlesex

HIS HON. JUDGE ALCHIN
HIS HON. JUDGE DRUCQUER (Add.)
HIS HON. JUDGE ALUN PUGH (Add.)
Bow, 10, 11, 12, 13, 14, 17, 18, 19, 20, 21, 24, 25, 26, 27, 28

Circuit 41-Middlesex

HIS HON. JUDGE EARENGEY, K.C.
HIS HON. JUDGE TREVOR HUNTER, K.C. (Add.)
Clerkenwell, 10, 11, 12, 13, 14, 17, 18, 19, 20, 21, 24, 25, 26, 27, 28, 31

Circuit 42-Middlesex

HIS HON. JUDGE DAVID DAVIES, K.C.
Bloomsbury, 10, 11, 12, 13, 14, 17, 18, 19, 20, 21, 24, 25, 26, 27, 28

Circuit 43-Middlesex

HIS HON. JUDGE BENSLEY WELLS
Marylebone, 10, 11, 12, 13, 14, 17, 18, 19, 20, 21, 24, 25, 26, 27, 28, 31

Circuit 44-Middlesex

HIS HON. JUDGE DRUCQUER
HIS HON. JUDGE DAVIES, K.C. (Add.)
Westminster, 10, 11, 12, 13, 14, 17, 18, 19, 20, 21, 24, 25, 26, 27, 28

Circuit 45—Surrey

HIS HON. JUDGE HANCOCK, M.C.
HIS HON. JUDGE HURST (Add.)
*Kingston, 11, 14, 18, 21, 25, 28
*Wandsworth, 10, 12, 13, 17, 19, 20, 24, 26, 27, 31

Circuit 46-Middlesex

HIS HON. JUDGE NEAL
*Willesden, 11, 12, 13, 14, 17, 18, 19, 20, 21, 25

Circuit 47—Kent

HIS HON. JUDGE DAYNES, K.C.
Southwark, 10, 14, 17, 21, 24 28
Woolwich, 12, 13, 20, 27

Circuit 48—Surrey

HIS HON. JUDGE COLLINGWOOD
HIS HON. JUDGE DALE
Dorking,
Epsom, 12, 18, 26
*Guildford, 13, 20
Horsham, 27
Lambeth, 10, 11, 12, 14, 17, 18, 20, 21, 24, 25, 26, 28
Redhill, 19

Circuit 49—Kent

HIS HON. JUDGE CLEMENTS
Ashford, 10
*Canterbury,
Cranbrook,
Deal,
†Dover,
Folkestone, 11
Hythe,
*Maidstone, 14
Margate, 13
†Ramsgate,
†*Rochester,
Sheerness,
Sittingbourne, 18
Tenterden, 17

Circuit 50—Sussex

HIS HON. JUDGE ARCHER, K.C.
Arundel, 28
Brighton, 13, 14, 20, 27
†*Chichester, 21
*Eastbourne, 12
*Hastings, 18
Haywards Heath, 26
*Lewes,
Petworth,
Worthing, 25

Circuit 51 — Hampshire

HIS HON. JUDGE TOPHAM, K.C.
Aldershot,
Basingstoke, 12
Bishops Waltham,
Farnham, 19
*Newport,
Petersfield, 14
†*Portsmouth, 13, 20
Romsey,
Ryde, 26
†*Southampton, 11, 12 (B.), 18, 21
*Winchester,

Circuit 52—Wiltshire

HIS HON. JUDGE JENKINS, K.C.
*Bath, 13 (B.)
Calne,
Chippenham, 18 (R.)
Cirencester, 18
Devizes, 10 (R.)
Dursley,
*Frome, 12 (R.)
Hungerford, 17
Malmesbury, 20
Marlborough,
Melksham, 14
*Newbury,
Stroud,
*Swindon, 12 (B.)
Trowbridge,
Warminster,
Wincanton, 14 (R.)

Circuit 54-Somersetshire

HIS HON. JUDGE WETHERED, O.B.E.
†*Bridgwater, 14
†*Bristol, 11, 12, 13, 17 (J.S.), 18, 19, 20, 21 (B.), 27, 28 (B.), 31
Gloucester, 10, 25
Minehead, 11 (R.)
Newent, 19 (R.)
Newnham,
Thornbury, 24
*Wells,
Weston-super-Mare,

Circuit 55 — Dorsetshire

HIS HON. JUDGE ARMSTRONG
Andover, 12 (R.)
Blandford,
*Bournemouth, 13 (R.), 18, 19, 20
Bridport, 25
Crewkerne, 18 (R.)
*Dorchester, 14
Lymington,
*Poole, 26 (R.)
Ringwood,
*Salisbury,
Shaftesbury, 10
Swanage,
*Weymouth, 11
Wimborne,
*Yeovil, 13

Circuit 56—Kent

HIS HON. JUDGE SIR GERALD HURST, K.C.
Bromley, 25, 26
*Croydon, 12, 17, 18, 19, 24
Dartford, 20
East Grinstead, 11
Gravesend, 10
Sevenoaks,
Tonbridge, 27
Tunbridge Wells, 13

Circuit 57-Devonshire

HIS HON. JUDGE THESIGER
Axminster, 10 (R.)
†*Barnstaple, 25
Bideford, 26
Chard, 13 (R.)
†*Exeter, 13, 14
Honiton, 17
Langport, 24
Newton Abbot, 20
Okehampton, 21
South Molton,
Taunton, 10
Tiverton, 19
*Torquay, 11, 12
Torrington,
Totnes,
Wellington, 17 (R.)

Circuit 58—Essex

HIS HON. JUDGE HUNTER, K.C.
HIS HON. JUDGE ANDREW
HIS HON. JUDGE PRATT (Add.)
Brentwood, 14 (R.)
Grav's Thurrock,
Ilford, 10 (R.), 11, 12 13, 17 (R.), 18, 19, 20, 24 (R.), 25, 26, 27, 31 (R.)
*Southend, 13, 14, 19 (R.B.), 20, 21, 26 (R.), 27

Circuit 59—Cornwall

HIS HON. JUDGE ARMSTRONG
Bodmin, 11
Camelford, 13
Falmouth, 10 (R.)
Helston,
Holsworthy, 21
Kingsbridge, 19 (R.)
Launceston, 19
Liskeard, 18
Newquay,
†*Penzance, 12
Plymouth, 12 (R.), 25, 26, 27, 28
Redruth,
St. Austell,
Tavistock, 20
†*Truro,

The Mayor's & City of London Court

HIS HON. JUDGE DORSON
HIS HON. JUDGE BEAZLEY
HIS HON. JUDGE THOMAS
HIS HON. JUDGE MCCLURE
Guildhall, 10, 11, 12, 13, 14 (J.S.), 17, 18, 19 (A.), 20, 21 (J.S.), 24, 25, 26 (A.), 27, 28 (J.S.), 31

* = Bankruptcy Court
† = Admiralty Court
(R.) = Registrar
(J.S.) = Judgment Summonses
(B.) = Bankruptcy
(R.B.) = Registrar in Bankruptcy
(Add.) = Additional Judge
(A.) = Admiralty

ACTIONS AND DICTA

Although there was a rough side to his tongue, many prisoners experienced the kindness of his heart. At Chester, once, an Irish boy of seventeen was tried for housebreaking with a much older man, a confirmed criminal, under whose coercion he had undoubtedly acted, when destitute, helpless and stranded. The judge sent the older man to five years' penal servitude and then turned to the problem of getting the boy back to Ireland. Addressing a policeman, he said: "If you will come to my room I will supply you with the wherewithal for him to return home; I hope I shall not get to the workhouse through it." He then bound the prisoner over and sympathised with him over his bad luck. Physically, he was one of the biggest and most vigorous of the judges, his weight being about fifteen stone. Once when, during a sitting of the Divisional Court, a castor of his chair broke and Mr. Justice Stable changed seats with him, he observed amid laughter: "My brother Stable is of less poundage than I am." In his youth he was a keen amateur heavy-weight boxer and once he said: "I am sixty-six but if a young man of thirty knocks me about, he will know all about it." His exploits as a boxer were not without honourable scars. Once, at Ipswich, he said that his nose was broken twice fighting and was not set right the last time, "but it hasn't spoilt my beauty. I am no worse a judge for having a cock-eyed nose, that I know of." His dicta always had a characteristic ring. Once at the Kent Assizes, at Maidstone, he said: "Unlike most counties this county only supplies me with depositions written in great haste by the clerk of the court . . . A great many of them are totally unreadable, and the writing looks like the performance of an inebriated spider."

THE EVACUATED AREAS (TERMINATION) ORDER, 1947

ON 31st March, 1947, those areas which were declared to be evacuation areas by virtue of reg. 3 of the Defence (Evacuated Areas) Regulations, 1940, cease to enjoy the special relief in respect of rent, rates and other local debts afforded by reg. 4 of those regulations (which were continued in force until 31st December, 1947, by the Emergency Laws (Transitional Provisions) Act, 1946). The areas affected, lying for the most part on the east and south-east coast, were declared to be evacuated areas on various dates between July and September, 1940, and (in a few cases) in June, 1941, and the relief granted was of two kinds:

(i) A prohibition (subject to certain qualifications) on the recovery during the "evacuation period" of rent or rates in respect of *unoccupied premises in such areas*, or sums (*a*) secured or charged on such premises; (*b*) payable in respect of such premises on account of a tithe redemption annuity or in lieu of tithe; (*c*) payable periodically in respect of any right enjoyed in connection with such premises; or (*d*) payable under a contract for the supply of water, gas, electricity or telephone services to such premises.

(ii) A prohibition (again subject to certain qualifications) on the recovery during the "evacuation period" of sums under any *contract for the hiring or hire-purchase of goods* by a person who, in the case of goods used solely for the purpose of a business, has *ceased to carry on that business in the evacuation area* or, in any other case, has *ceased to reside in the area*.

Remedies arising by reason of a default in payment in any of these cases were also declared unenforceable during the "evacuation period," which was a period beginning with the date of the declaration of the area to be an evacuated area (or, if later, the date on which premises became unoccupied or a person ceased to carry on business or to reside in the area) and ending on a date to be appointed by an order of the Home Secretary.

The Evacuated Areas (Termination) Order, 1947 (S.R. & O., 1947, No. 98), now appoints 31st March, 1947, as the date on which the evacuation period shall end. The effect of the ending of the moratorium in these areas is therefore a matter on which practitioners may shortly be called upon to advise, and the following notes may be of interest. The position is governed by reg. 4A of the Evacuated Areas Regulations—a provision added to the original regulations of 1940 by S.R. & O., 1945, No. 1453—the terms of which are as follows:—

"(1) Where an order has been made appointing a day on which the evacuation period is to come to an end in relation to any evacuation area, all debts owing on that day to which paragraph (1) of Regulation four of these Regulations has applied in relation to that area, and all liabilities under any contract of guarantee, indemnity or insurance entered into before the date of these Regulations [10th July, 1940] in respect of any such debts as aforesaid, shall only be recoverable and enforceable by means of an application to the court under section two of the Liabilities (War-Time Adjustment) Act, 1944, and no other proceedings or remedies shall be taken or exercised in respect of such debts or liabilities as aforesaid:

Provided that this Regulation shall not affect the enforceability by virtue of section one of the said Act of any settlement of any such debt or liability as aforesaid.

(2) Where any judgment or order has been obtained in contravention of this Regulation, it shall, subject to and in accordance with rules of court, be set aside."

So far as creditors are concerned, therefore, the only procedure available for recovering and enforcing debts within reg. 4 (1) is by application to the county court for the adjustment and settlement of such debts under s. 2 of the 1944 Act, which empowers the court to review the whole financial position of both debtor and creditor and to arrive at an equitable settlement in the light of the relative degrees of hardship suffered by both parties.

On the other hand, debtors are expressly empowered by the proviso to reg. 4A (1) to apply direct to the liabilities adjustment officer for advice and assistance in arriving at an equitable and reasonable settlement under the powers conferred by s. 1 of the Act of 1944, which expressly provides (subs. (2)) that the settlement shall be enforceable at law and shall not be void for want of consideration. The advantages of simplicity and expedition may well influence debtors to proceed under s. 1 rather than to make an application to the court under s. 2, and although this choice is not open to a creditor it is, of course, permissible for him to point out to the debtor the benefits of the less formal procedure.

Part III of the Liabilities (War-Time Adjustment) Rules, 1944 (S.R. & O., 1944, No. 1208), prescribes the detailed procedure for the adjustment and settlement of moratorium debts and liabilities under both ss. 1 and 2 of the Act of 1944. An application by a debtor under s. 1 must be made to the adjustment officer for the county court district in which the debtor (or any partner, in the case of a debtor firm) resides or carries on business or has resided or carried on business since the 31st March, 1939. Copies of the prescribed application form may be obtained from the county court registrar.

Where either party desires to apply to the county court under s. 2 for a moratorium order the appropriate court is again that for the district in which the debtor or partner resides or carries on business, or has resided or carried on business since the 31st March, 1939. The rule defining the appropriate court for this purpose (r. 52) contains a curious anomaly, however, apparently resulting from the draftsman's overlooking the fact that the creditor, equally with the debtor, may make the application. It provides that the application may be commenced "in the county court for the county court district in which the debtor, or, *in the case of an application by a firm, any partner*" resides, etc. A creditor firm might plausibly and successfully insist that proceedings be commenced under this rule in a court which in fact, if not in law, was highly inappropriate. It is probable that in such a case the proceedings would be transferred to another court by virtue of Ord. XVI, r. 1, of the County Court Rules.

The application, in the prescribed form appended to the Rules, must be filed, together with two copies, in the court office. In the case of a creditor's application the debtor is made respondent (r. 53), as also is the principal debtor where the application concerns a liability under a contract of guarantee, indemnity or insurance in respect of the principal debt (r. 55). Creditors in respect of other moratorium debts and liabilities may also be added as respondents at the discretion of the court (r. 54).

Provision is made for the transfer of any application under s. 2 where the debtor's affairs become the subject of liabilities adjustment proceedings in another county court or in the High Court (rr. 60, 79 (7)). Finally, it should be noted that all proceedings under the Act of 1944, whether in court or in chambers or before the adjustment officer, are held in private (r. 70).

Mr. E. N. Adler, solicitor, of London Wall, E.C.2, left £13,417, with net personalty £13,165.

Mr. T. B. Cox, solicitor, of Nottingham, left £40,988, with net personalty £40,544.

INCOME TAX AND DEATH DUTIES

WITHDRAWAL OF WAR-TIME CONCESSIONS

Attention is drawn to the announcement by the Chancellor of the Exchequer in the House of Commons on 4th February of the impending withdrawal of certain extra-statutory concessions granted in war-time in respect of income tax and death duties. A full list of such concessions was published in Cmd. 6559 of 1944 (88 SOL. J. 363, 371), but it should be noted that not all of these are affected by the Chancellor's announcement (though some—notably those relating to excess profits tax—are now obsolete). Those concessions which are neither obsolete nor included in the following list of withdrawals will continue until further notice. The withdrawn concessions are :—

INCOME TAX

To be withdrawn for 1947–48 and subsequent years :

The concessions set out in sub-paras. (iii) and (iv) on p. 3 of the White Paper in favour of refugees (individuals and companies) and Allied shipping concerns temporarily resident in the United Kingdom because of enemy occupation of their home country.

The concession set out in para. 4 on pp. 4 and 5 of the White Paper in favour of members of the Allied Mercantile Marine and Allied flying personnel who became based on ports or aerodromes in the United Kingdom because of the war.

DEATH DUTIES

To be withdrawn as respects deaths occurring after 31st March, 1947 :

The concession set out in sub-paras. (ii) to (vi) inclusive on p. 19 of the White Paper in favour of property abroad of persons not domiciled in Great Britain which was transferred to, or converted into property situated in, Great Britain by reason of the war.

The concession set out in para. 4 on p. 19 of the White Paper under which interest in respect of estate duty on personal or movable property might in certain circumstances be waived for a period.

OBITUARY

MR. A. R. FORD

Mr. Alfred Rogers Ford, solicitor, of Messrs. Smiths, Ford & Co., solicitors, of Weston-super-Mare, died recently, aged seventy-eight. He was admitted in 1890.

MR. C. P. CHARLESWORTH

Mr. Charles Percy Charlesworth, solicitor, for forty-two years Registrar of the County Courts of Bradford, Keighley and Shipton, died on Monday, 17th February, aged eighty. He was admitted in 1889.

MR. B. W. MOORE

Mr. Bendle Warburton Moore, solicitor, of Derby, died on Monday, 27th January. He was admitted in 1890 and was formerly Registrar of Derby County Court.

MR. A. K. MOWLL

Mr. Alfred Kingsford Mowll, solicitor, of Messrs. Mowll and Mowll, solicitors, of Arundel Street, W.C.2, Canterbury, Cranbrook and Dover, died on Saturday, 1st February, 1947, aged seventy. He was admitted in 1899.

MR. A. SLATER

Mr. Archibald Slater, solicitor, of Messrs. Stanley, Lloyd & Co., solicitors, of Ludlow, died on Thursday, 13th February, aged eighty. He was admitted in 1892.

MR. W. S. WHELDON

Mr. Walter Sydney Wheldon, solicitor, of Messrs. Gosschalk and Austin, solicitors, of Hull, died on Monday, 10th February, aged fifty-three. He was admitted in 1937.

Under the auspices of the Institute of Arbitrators, a practice arbitration is being held at The Hall of the Auctioneers & Estate Agents Institute, 29 Lincoln's Inn Fields, London, W.C.2, on Friday, 21st March, 1947, at 6 p.m. The Arbitration arises out of a dispute in connection with a building contract under the R.I.B.A. form of contract. Details of the dispute will be printed and will be available at the hall when the practice arbitration takes place. All those interested are invited to attend. Admission will be free, without ticket.

THE LAW SOCIETY

ANGLO-FRENCH LEGAL CONFERENCE

A conference of English and French lawyers is to be held in London from the 2nd to the 7th June next, on the invitation of The Law Society. This conference, besides promoting international amity through the social intercourse of members of the legal profession of the two countries, will consider a group of subjects in the field of legal procedure with a view to comparing the procedure in the two countries.

A joint committee, including representatives of The Law Society, the Inns of Court and the Society of Public Teachers of Law, has been formed to organise the conference, in conjunction with a committee representative of French legal professional associations, through whom invitations are being issued to representative French lawyers.

The meetings of the conference will be held between 10.30 a.m. and 12.45 p.m. each morning from 2nd June to 7th June. The conference will be divided into four committees, which will meet on the mornings of Tuesday, Wednesday, Thursday and Friday, the 3rd, 4th, 5th and 6th June. Each of these committees will consider two related subjects, the discussion of each subject by each committee being limited to two days. The following subjects have been selected for discussion :—

Committee A—

1. (3rd & 4th June) Organisation of the courts.
2. (5th & 6th June) Organisation and remuneration of the legal profession.

Committee B—

1. (3rd & 4th June) The scope and function of administrative tribunals and the distribution of issues between judicial and administrative tribunals.
2. (5th & 6th June) Proceedings between the citizen and the state.

Committee C—

1. (3rd & 4th June) Civil procedure, viz., the general principles of procedure in civil actions up to obtaining of judgment.
2. (5th & 6th June) Procedure for enforcing judgment and bankruptcy and liquidation.

Committee D—

1. (3rd & 4th June) Arbitration.
2. (5th & 6th June) Rules of evidence.

Papers on each of these subjects by an English and a French lawyer are being prepared and will be circulated in advance and will form the basis of discussion.

On the Monday and Saturday mornings there will be plenary sessions of the conference.

It is hoped to arrange excursions and entertainments for the afternoons and evenings.

It is requested that members of The Law Society, of the Bar and of the Society of Public Teachers of Law who wish to attend the conference should communicate with the Secretary, Law Society's Hall, Chancery Lane, W.C.2, as soon as possible and in any event not later than 1st April, 1947. Those wishing to attend should state whether they wish to be present throughout the conference or, if they do not so wish, which discussions they wish to attend.

As the conference will necessarily have to be limited, the joint committee may find themselves obliged to restrict the numbers attending the conference.

A detailed programme of events, tickets, invitations, etc., will be issued to those attending the conference as early as possible. Apart from more formal entertainments, the joint committee hope to arrange for the French members, many of whom will be accompanied by their wives, to receive private hospitality during their visit and they will be glad to hear from any British lawyers who would be prepared to entertain one or more French lawyers and their wives to luncheon or otherwise during the conference.

At a meeting of the United Law Society, held in the Barristers' Refreshment Room, Lincoln's Inn, on Monday, 10th February (Mr. R. J. Kent in the chair), Mr. R. N. Hales proposed : "That courts martial procedure needs radical reform." Mr. J. T. Plume opposed. There also spoke : Messrs. J. G. Ormerod, R. J. Kent, N. E. Porter, E. D. Smith, O. T. Hill and C. H. Pritchard. After an even vote the Chairman exercised his casting vote against the motion.

NOTES OF CASES

COURT OF APPEAL

Parker *v.* **Rosenberg**

Scott, Tucker and Bucknill, L.JJ.
18th December, 1946

Landlord and tenant—Rent restriction—Possession for use of "landlord"—Claim by beneficiary under will—Validity—Rent and Mortgage Interest Restrictions (Amendment) Act, 1933 (23 & 24 Geo. 5, c. 32), Sched. I, para. (h).

Appeal from a decision of Judge Archer given at Worthing County Court.

A testatrix died in 1937 having devised a freehold bungalow to her trustees on trust for sale, with full power of postponement. The trustees were to hold the property or the proceeds of sale on trust to permit the testatrix's sister during her life until sale of the property to have the use and enjoyment of it and thereafter the income of the proceeds. The property was to pass to the testatrix's niece absolutely after the death of the sister. In 1941, the trustees let the house, which was within the Rent Restriction Acts, to the defendant. During the tenancy, which was terminated by notice in 1946, the testatrix's sister received the rents and profits by permission of the trustees, who terminated the lease so that she might live in the house under their discretion to permit her to do so. On a claim by the trustees and the sister to possession under para. (*h*) of Sched. I to the Rent and Mortgage Interest Restrictions (Amendment) Act, 1933, on the ground that it was "reasonably required by the landlord for occupation as a residence for himself," the county court judge made an order for possession. The tenant appealed. (*Cur. adv. vult.*)

TUCKER, L.J., reading the judgment of the court, said that in *Sharpe* v. *Nicholls* [1945] 1 K.B. 382, it had been held by that court that personal representatives having no beneficial interest in a dwelling-house could not avail themselves of para. (*h*) of Sched. I to the Act of 1933. It followed that the trustees here could not have obtained an order for possession if they had been the only plaintiffs. Could they remedy that by joining the testatrix's sister as plaintiff, and was she properly joined? Under the will of the testatrix her sister had no right to compel the trustees to give her possession of the house. The trustees held the property under a trust for sale and conversion with power to postpone and, in the meantime, to permit the sister, in their discretion, during her life either to receive the net rents and profits or to have the use and enjoyment thereof; and they were not bound to postpone the sale until after her death. Moreover, the sister was not a person with the sole beneficial interest, as the testatrix's niece was ultimately entitled to the trust fund, which included the proceeds of sale of this house. Counsel for the plaintiffs relied on the definition of "landlord" in s. 12 (1) of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920. It was contended for the tenant that the definition in the Act of 1920 was inapplicable to the Act of 1933, since that Act itself had a definition section, namely, s. 16, which did not repeat the definition of "landlord" in the Act of 1920, and further, that s. 18 of the Act of 1933, which provided that the Act might be cited together with the principal Acts, did not say, as in the case of s. 4 of the Act of 1923, that the Act was to be construed as one with the principal Act. That matter had been discussed by Morton, L.J., in *Sharpe* v. *Nicholls* (*supra*). The court did not consider it necessary to decide the question, for they were of opinion that the testatrix's sister had no title to the premises and was not a person who was or would, but for the Act, be entitled to possession of them. She was accordingly not within the definition. Neither the definition section of the Act of 1920 nor para. (*h*) of Sched. I to the Act of 1933 conferred on anyone any right to an order for possession which he did not possess at common law. The paragraph was designed to relax in certain cases the previously imposed statutory restrictions on the common-law right of recovery. The testatrix's sister, apart from the Rent Restrictions Acts, would not have been entitled to sue in ejectment; she was not a party to the lease and was not entitled to the reversion. There was nothing in para. (*h*) enabling her to sue or be added as a plaintiff. As the proper plaintiffs, the trustees, also could not bring themselves within para. (*h*), it followed that no order for possession could properly be made, and that the appeal must be allowed.

COUNSEL: *Fay; Dutton Briant* and *F. K. Glazebrook.*

SOLICITORS: *Jackson & Jackson* for *Harry D. Grey*, Worthing; *Waller, Neale & Houlston*, for *Marsh & Ferriman*, Worthing.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

CHANCERY DIVISION

***In re* a Debtor (No. 707 of 1939); *ex parte* the Official Receiver *v.* United Auto & Finance Corporation, Ltd., and Inland Revenue Commissioners**

***In re* Baughan; *ex parte* the Official Receiver *v.* A. H. Bennett and Wallis and Steevens, Ltd.**

Romer, J. 3rd February, 1947

Bankruptcy—Moneylenders' excess interest postponed—Creditors paid 20s. in the pound—Surplus in hands of trustee—Postponed interest a "debt" payable in priority to statutory interest—Moneylenders Act, 1927 (17 & 18 Geo. 5, c. 21), s. 9 (1).

Bankruptcy—Marriage settlement—Covenant to settle after-acquired property—After-acquired property paid to trustee in bankruptcy—Creditors paid 20s. in the pound—Surplus—Statutory interest payable in priority to trustee of settlement—Bankruptcy Act, 1914 (4 & 5 Geo. 5, c. 59), ss. 33 (7) and (8), 42 (2).

Motions.

These two motions were heard together. By the first the Official Receiver sought the directions of the court in the following circumstances: the debtor was adjudicated bankrupt in August, 1940, and was granted his discharge in 1945. The Official Receiver was his trustee in bankruptcy. In 1945 the Official Receiver gave notice of his intention to pay a dividend. Twenty proofs of creditors, other than moneylenders, were admitted totalling £2,460. Four proofs by moneylenders were admitted for sums totalling £2,014. Of this sum, £1,434 was admitted to rank for dividend; the balance of £580, representing interest over the rate of 5 per cent., was postponed pursuant to s. 9 (1) of the Moneylenders Act, 1927. After payment of 20s. in the pound on proofs admitted for dividend, a balance of approximately £692 would remain in the hands of the Official Receiver. The claimants for this fund were (*a*) the four moneylenders claiming for postponed interest totalling £580, and (*b*) the creditors who claimed interest at the statutory rate of 4 per cent. on their debts. The Official Receiver sought the directions of the court as to which of these two classes of creditors had priority in the distribution of the sum of £692. The Moneylenders Act, 1927, by s. 9 (1), provides: "Where a debt due to a moneylender in respect of a loan made by him . . . includes interest, that interest shall, for the purposes of the provisions of the Bankruptcy Act, 1914, relating to . . . dividend, be calculated at a rate not exceeding 5 per cent. per annum, but nothing in the foregoing provision shall prejudice the right of the creditor to receive out of the estate, after all the debts proved in the estate have been paid in full, any higher rate of interest to which he may be entitled."

In the second case the bankrupt was adjudicated bankrupt in 1927, the Official Receiver being her trustee in bankruptcy. The bankrupt died in 1942 without having obtained her discharge. By her marriage settlement of 1908 the bankrupt settled all property to which she might become entitled on the death of her father and covenanted to assign to the trustees all after-acquired property. The bankrupt's father died in 1918. He had by his will settled £2,000 upon trust for his wife for life, with remainder in equal shares to his children. His wife died in 1935, and thereupon the trustees of the father's will transferred £706, being the bankrupt's share of the legacy, to the trustees of the settlement. In 1940, when the Official Receiver heard of the transfer, he claimed the £706 on the ground that the covenant to settle after-acquired property was void against him under s. 42 (2) of the Bankruptcy Act, 1914, and the £706 was paid to him. The Official Receiver had paid a dividend of 20s. in the pound to all creditors who had proved their debts. B, the surviving trustee of the settlement of 1908, had submitted a proof pursuant to s. 42 (2) of the Act. The question raised was whether the Official Receiver should apply the surplus moneys in his hands, first, in paying statutory interest on the claims of all creditors, with the exception of that of B, pursuant to s. 33 (8), and next in paying dividends to B as a postponed creditor; or whether he should first pay B pursuant to s. 42 (2) and apply any surplus, after paying him 20s. in the pound, in paying statutory interest to the creditors who had proved. The Bankruptcy Act, 1914, provides, by s. 33: "(7) Subject to the provisions of this Act, all debts proved in the bankruptcy shall be paid *pari passu*. (8) If there is any surplus after payment of the foregoing debts, it shall be applied in payment of interest from the date of the receiving order at the rate of 4 per cent. per annum on all debts proved in the bankruptcy." Section 42 (2) provides: "Any covenant . . . made by any person . . . in consideration of his or her marriage, either for the future payment of money . . . or for the future settlement on or for the benefit of the settlor's wife or husband or children, of property, wherein the settlor had not at the date of his marriage any estate or interest . . .

shall, if the settlor is adjudged bankrupt . . . be void against the trustee in bankruptcy, except so far as it enables the persons entitled under the covenant . . . to claim for dividend in the settlor's bankruptcy, but any such claim to dividend shall be postponed until all claims of the other creditors for valuable consideration in money or money's worth have been satisfied."

ROMER, J., said the point in common between the two applications was that in each case a conflict arose between postponed claims on the one hand and creditors claiming statutory interest on the other. The statutory provisions postponing the claims in question, however, were not the same. He had come to the following conclusions as to the position of B, as trustee of the marriage settlement: (1) His claim against the bankrupt's estate was not a " debt " for the purpose of s. 33 (7) of the 1914 Act. (2) Accordingly, it was not one of the " foregoing debts " for the purpose of s. 33 (8). (3) That it merely conferred the right to receive a dividend after all the claims of the creditors for valuable consideration had been " satisfied." And (4) such claims could not be regarded as " satisfied " until they had been paid in full with the statutory interest. Accordingly, the Official Receiver should apply surplus money, first, in paying the statutory interest on the claims of all creditors, with the exception of that of B, pursuant to s. 33 (8), and next in paying dividends to B as a postponed creditor pursuant to s. 42 (2).

That consideration, however, did not necessarily dispose of the first case. Excess interest due on a moneylender's loan was a debt and a provable debt (*In re A Debtor* [1937] Ch. 181, 188). A claim to excess interest differed substantially in quality from a claim which was postponed under s. 42 (2). A claim to excess interest was a debt within s. 33 (7), and accordingly, on this consideration of the section, no surplus was available for the purpose of subs. (8) until this debt, together with the other debts, was paid in full. It was said, assuming that this was the effect of s. 33 (7) taken alone, nevertheless payment of a dividend was postponed by s. 9 of the Moneylenders Act, 1927, until all the debts proved in the bankruptcy had been paid in full, and such debts included statutory interest which grew out of them. The phrase " debts proved in the estate " included the total amount for which creditors had successfully proved. He was unable to see why its ordinary signification should be varied, so as to make it include also something for which a creditor had not proved and for which he could not prove, namely, statutory interest on his debt. In his judgment a debt in respect of excess interest took precedence over statutory interest by virtue of s. 33 (8), and the dividend payable on such debt was not postponed to payment of statutory interest by reason of s. 9 (1) of the Moneylenders Act, 1927.

COUNSEL: *V. R. Avonson; F. Ashe Lincoln; J. Harold Brown*, for *J. H. Stamp; J. Harcourt Barrington; A. C. Montmorency.*

SOLICITORS: *Tarry, Sherlock & King; B. L. Harris & Co.; Solicitor of Inland Revenue; Bird, Eldridge & Jones.*

[Reported by Miss B. A. BICKNELL, Barrister-at-Law.]

KING'S BENCH DIVISION

Minister of Pensions *v.* Chennell

Denning, J. 28th November, 1946

Emergency legislation—" War injury "—Bomb dropped by enemy—Explosion after retention and interference by boys—Injured person's right to pension.

Pensions appeal.

In 1944 an explosive incendiary bomb dropped by an enemy aircraft was picked up and taken home by a boy. Six days later he and another boy took the bomb to a public thoroughfare where, after they had tampered with it, it exploded and injured the claimant, an infant. It was contended on her behalf that her injury was a " war injury " within the meaning of s. 8 of the Personal Injuries (Emergency Provisions) Act, 1939. The Minister of Pensions rejected her claim for a pension on the ground that, although the bomb had been dropped by an enemy aircraft, it did not explode until after the action of the two boys in tampering with it. The pensions appeal tribunal found that the injury was a " war injury," and the Minister now appealed.

(*Cur. adv. vult.*)

DENNING, J., said that the question was whether the physical injury was " caused by " the dropping of the bomb by the enemy. The subject of causation had been variously treated in the various branches of the law. The principles which he was about to lay down were applicable both under the Personal Injuries Scheme and the Royal Warrant. The best approach was to start with the injury and inquire what were its causes. If the discharge of a missile might properly be said to be a cause of the injury, that was sufficient to entitle the claimant to an award of a pension, notwithstanding that other causes, whether antecedent, concurrent, or intervening, might have co-operated to produce it. It was not necessary that the discharge of the missile, or other event, should be " the " cause of the injury in the sense either of the sole cause or of the effective and predominant cause. It was only necessary that it should be, properly speaking, " a " cause of the injury.

As a rule foreseeability was vital in cases of contract and negligence. In pension cases, however, it was irrelevant. The award of a pension depended on causation alone. When the discharge of the missile or other event was the immediate or precipitating cause of the injury, it was a " war injury " notwithstanding that some other antecedent or concurrent cause also operated. Where there was an intervening cause between discharge of the missile and injury, it was still a " war injury " unless the discharge was so remote as not to be a cause at all. Even if the intervening cause were the negligence or wrongful act of the injured person or a third party, the injury might still be a war injury. When an intervening or extraneous event was so powerful a cause that the dropping of the bomb ceased to be a cause at all, but was only a part of the circumstances in or on which the cause operated, the injury was not a " war injury."

The only case inconsistent with the principles stated was *Greenfield* v. *London and North Eastern Railway Company* [1945] K.B. 89, a decision of the Court of Appeal. In *Adams* v. *Naylor*, [1946] A.C. 543; 90 SOL. J. 527, the House of Lords held that the injury was " caused by " the use of a mine, notwithstanding the intervention of a wrongful act by the party injured. After that decision it could not be suggested that an intervening wrongful act, or, *a fortiori*, a negligent act of the injured party or a third party, was by itself sufficient to defeat the claim to a pension. He was not, therefore, bound to follow *Greenfield* v. *L.N.E.R., supra.* He was of opinion that in the present case the dropping of the bomb by the enemy was a cause of the injury, and that the boys' interference was not so powerful an intervening cause as to supersede it. The injury was, therefore, " caused by " the dropping of the bomb by the enemy. The tribunal came to a correct conclusion in law, and the appeal would be dismissed.

COUNSEL: *Stephen Chapman; Crispin.*

SOLICITORS: *Treasury Solicitor; Culross & Trelawny.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Buck *v.* Howarth

Lord Goddard, C.J., Humphreys and Lewis, JJ.

24th January, 1947

Landlord and tenant—Small tenement—Occupier in possession by permission of freeholder—Uncertain interest—Tenancy at will—Small Tenements Recovery Act, 1838 (1 & 2 *Vict. c.* 74).

Case stated by Bury Justices.

The appellant was the freeholder by deed of gift of a small tenement of which the respondent was the occupier. The occupier's wife died, having devised the property, of which she was the freeholder, to her son, who told the present occupier that he might live there until he died. The occupier paid no rent to the son, who paid the rates. In December, 1945, the son gave the property to the present freeholder to whom also the occupier paid no rent and who also paid the rates. The present freeholder having applied to the justices for a warrant of possession under the Small Tenements Recovery Act, the justices found that the occupier had a tenancy for life of the property and refused the order sought. The freeholder appealed.

LORD GODDARD, C.J., said that the justices were necessarily wrong in finding a tenancy for life. The question was whether it was possible to find anything more than a licence to occupy the premises, for proceedings under the Act of 1838 could not be taken where the relationship between the parties was merely that of licensor and licensee: it had to be that of landlord and tenant. Section 54 of the Law of Property Act, 1925, and *Anderson* v. *Midland Railway Co.* (1861), 3 E. & E. 614, made the matter clear: on the facts as found by the justices, an uncertain interest in the property was created. The occupier was allowed to occupy the premises and given an uncertain interest in them. In such circumstances, the law would presume a tenancy at will. The decision of the justices must accordingly be reversed, and a warrant for possession must issue. Reference should also be made to *Doe d. Hull* v. *Wood* (1845), 14 M. & W. 682, where Parke, B., said that *Richardson* v. *Langridge* (1811), 4 Taunt. 128, correctly laid down the law on this subject, namely that a simple permission to occupy created a tenancy at will unless there were circumstances shewing an intention to create a tenancy from year to year.

COUNSEL: *A. S. Orr*, for the freeholder; the occupier did not appear.

SOLICITORS: *Sharpe, Pritchard & Co.*, for *Pickstone & King*, Radcliffe.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

PARLIAMENTARY NEWS

ROYAL ASSENT

The following Bills received the Royal Assent on Tuesday, 18th February, 1947 :—

GREENWICH HOSPITAL.
HOUSE OF COMMONS (REDISTRIBUTION OF SEATS).
MALTA (RECONSTRUCTION).
PENSIONS (INCREASE).
ROAD TRAFFIC (DRIVING LICENCES).
TRUSTEE SAVINGS BANKS.

HOUSE OF LORDS

Read First Time :—

CITY OF LONDON (TITHES) BILL [H.L.] [27th February.
CIVIC RESTAURANTS BILL [H.C.] [24th February.
CROWN PROCEEDINGS BILL [H.L.] [13th February.

To amend the law relating to the civil liabilities and rights of the Crown and to civil proceedings by and against the Crown, to amend the law relating to the civil liabilities of persons other than the Crown in certain cases involving the affairs or property of the Crown, and for purposes connected with the matters aforesaid.

Read Third Time :—

EXCHANGE CONTROL BILL [H.C.] [27th February.

In Committee :—

AGRICULTURAL WAGES (REGULATION) BILL [H.C.] [27th February.
APPELLATE JURISDICTION BILL [H.C.] [27th February.
BIRTHS AND DEATHS REGISTRATION BILL [H.C.] [27th February.
COMPANIES BILL [H.L.] [27th February.
COUNTY COUNCILS ASSOCIATION EXPENSES (AMENDMENT) BILL [H.C.] [27th February.

HOUSE OF COMMONS

Read First Time :—

FIRE SERVICES BILL [H.C.] [14th February.

To make further provision for fire services in Great Britain ; to transfer fire-fighting functions from the National Fire Service to fire brigades maintained by the councils of counties and county boroughs ; to provide for the combination of areas for fire service purposes ; to make further provision for pensions and other awards in respect of persons employed in connection with the provision of fire services ; and for purposes connected with the matters aforesaid.

SUMMER TIME BILL [H.C.] [27th February.

To amend the Summer Time Acts, 1922 to 1925.

Read Second Time :—

AIR NAVIGATION BILL [H.L.] [21st February.
COTTON INDUSTRY WAR MEMORIAL TRUST BILL [H.C.] [10th February.
FELIXSTOWE PIER BILL [H.C.] [11th February.
FELIXSTOWE URBAN DISTRICT COUNCIL BILL [H.C.] [10th February.
FORESTRY BILL [H.L.] [19th February.
HELSTON AND PORTHLEVEN WATER BILL [H.C.] [10th February.
INDUSTRIAL ORGANISATION BILL [H.C.] [13th February.
ISLE OF MAN HARBOURS BILL [H.L.] [12th February.
LONDON AND NORTH EASTERN RAILWAY BILL [H.C.] [10th February.
LONDON COUNTY COUNCIL (GENERAL POWERS) BILL [H.C.] [19th February.
LONDON MIDLAND AND SCOTTISH RAILWAY BILL [H.C.] [10th February.
LONDON PASSENGER TRANSPORT BOARD BILL [H.C.] [11th February.
NAVAL FORCES (ENFORCEMENT OF MAINTENANCE LIABILITIES) BILL [H.C.] [14th February.
NOTTINGHAM CORPORATION BILL [H.C.] [10th February.
POLISH RESETTLEMENT BILL [H.C.] [12th February.
PRESTON CORPORATION BILL [H.C.] [10th February.
SWINDON CORPORATION BILL [H.C.] [10th February.
TOWN AND COUNTRY PLANNING (SCOTLAND) BILL [H.C.] [24th February.
TYNEMOUTH CORPORATION BILL [H.C.] [10th February.

In Committee :—

POLISH RESETTLEMENT BILL [H.C.] [20th February.

QUESTIONS TO MINISTERS

STAMP DUTY (ARTICLED CLERKS)

Major LEGGE-BOURKE asked the Financial Secretary to the Treasury if he will consider making some concession in the stamp duty payable on articles of clerkship by ex-servicemen.

Mr. GLENVIL HALL : I have noted the hon. and gallant member's suggestion, but he will understand that any question of reduction of taxation is a Budgetary matter. [11th February.

EXCESSIVE RENTS (RECOVERY)

Mr. WILLIAM SHEPHERD asked the Minister of Health what arrangements exist under his regulations for the reclaiming of back rent when rent tribunals decide that an excessive amount has been charged.

Mr. BEVAN : None, sir. The Furnished Houses (Rent Control) Act, 1946, under which these tribunals are set up, does not authorise the reclaiming of back rent. [13th February.

MATRIMONIAL CAUSES RULES (RE-DRAFTING)

Mr. RONALD MACKAY asked the Attorney-General the names of the persons connected with the Divorce Division of the High Court who are at present considering the procedural reforms recommended in the Second Interim Report of the Denning Committee with a view to reporting thereon to the Lord Chancellor ; when the report of these persons will be published ; and whether such report will be referred to the Denning Committee for such observations as that committee may desire to offer.

THE SOLICITOR-GENERAL : There seems to be some misunderstanding about this matter. As my right hon. and learned friend the Attorney-General stated last week, the task of re-drafting the whole of the Matrimonial Causes Rules in light of the recommendations in Pt. II of the Second Denning Report is a formidable matter. After consultation with my noble friend, the President entrusted to Mr. Justice Hodson, Mr. Justice Barnard, Mr. Pereira, a Registrar of the Divorce Division, Mr. Pownall, a District Registrar and Mr. Skyrme, the Secretary of the Denning Committee, the task of drafting the new rules for submission to the rule-making authority, and they are still engaged on this work. Under these circumstances the second and third parts of my hon. friend's question do not arise. My noble friend the Lord Chancellor is anxious that the new rules should be published at the earliest possible moment. [13th February.

WAR DAMAGE APPEALS (COSTS)

Mr. A. LEWIS asked the Attorney-General if he is aware that under the War Damage Act, a person who appeals against the War Damage Commission's assessment of damage can only obtain refund of costs incurred at the discretion of the President of the Panel ; and whether he will amend r. 12 (3) of the War Damage (Valuation Appeals and References) to allow a successful appellant to claim costs incurred as a right.

THE ATTORNEY-GENERAL : In relation to costs the War Damage (Valuation Appeals and References) Rules, 1946, follow the ordinary principle prevailing in the Supreme Court, the county court, and in arbitrations, under which the incidence of costs and their amount are in the discretion of the tribunal unless, in a particular case, there is express statutory provision to the contrary. Experience has shown that adherence to this principle is in general the best method of securing justice between the parties. [13th February.

LAND REGISTRY STAFF

Mr. BUTCHER : Can the Solicitor-General give us an assurance that the staff of the Land Registry is now being increased, so that work on the land register, which is now in arrears, and thus causes certain inconvenience to solicitors and their clients, may now be brought up to date ?

THE SOLICITOR-GENERAL : I can give the hon. gentleman an assurance that the staff has been increased. The estimate for 1946 was 555 and the staff is now 606. I am sorry that I cannot give him the full assurance for which he asks with regard to arrears. Unfortunately, the further press of work upon the Registry has outstripped the extra staff that is being taken on. Hon. members, of course, know that from time to time questions have been asked with regard to delays in the Land Registry, and every effort has been made by recruiting staff, to cut down those delays.

There was a considerable amount of success for a time, but when outside firms of solicitors began to get back their staffs the result was a great increase of work, and the extra staff taken on by the Land Registry could not, unfortunately, keep pace with it. The estimated amount of increase upon the work done in November, 1945, was 25 per cent. ; that is to say, when the original estimate was prepared it was thought that the extra amount of work that would have to be done above the November, 1945, level would be 25 per cent. That, however, has been falsified, and the actual increase is something like 54 per cent. Of course, every conceivable effort will be made to catch up with that additional burden. [18th February.

LEASEHOLD TENURE

Mr. KING asked the Attorney-General when he proposes to introduce legislation to end the system of leasehold tenure.

The ATTORNEY-GENERAL: Consideration is given, as occasion offers, to various proposals for the amendment of the law in relation to leasehold tenure, but I am not convinced that the abolition of this form of land holding, which serves a useful purpose for large numbers of people, would be in the public interest, and there is no present intention of introducing legislation with that object. [20th February.

AUCTIONS (CONTROL)

Mr. CHALLEN asked the President of the Board of Trade what is the object of maintaining in force the provision under the Auction and Tender Control Orders which forbids a person to have any of his goods sold by auction if he has had cause to allow to be sold by auction other goods, being goods to which these Orders apply, during the six months immediately preceding the date of the declaration which has to be made prior to any auction; and whether he will review this provision with a view to its abolition in the near future.

Sir S. CRIPPS: The object of the provision to which the hon. member refers is to ensure that advantage is not taken of auction facilities to carry on a business of selling goods without complying with Price Control Regulations, which cannot conveniently be applied to auctions. In *bona fide* cases of disposal of personal effects for which auctions are primarily designed, exemption from the six months requirement is freely given by licence. I am satisfied that the provisions are still necessary, and the answer to the second part of the question is accordingly in the negative. [20th February.

CIVIL ACTIONS (JURIES)

Mr. HECTOR HUGHES asked the Attorney-General if he will now state when juries will be restored for the trial of civil actions.

The SOLICITOR-GENERAL: The hon. and learned member will appreciate that this matter cannot be dealt with in isolation. The Order in Council needed to restore the right to a jury must be one which terminates the whole of the Administration of Justice (Emergency Provisions) Act, 1939. The termination of the Act as a whole has been the subject of an inter-departmental inquiry, and the Order in Council will, I hope, be made in time to effect the restoration of the pre-war right to a jury in a civil action not later than 1st June, though it may not be possible until somewhat later to increase the number of jurymen to twelve.

Mr. HUGHES: In view of the shortage of manpower, will the hon. and learned gentleman arrange for the immediate restoration of trial by jury in civil actions by juries of seven or five jurors? Can he say what progress has been made in the compilation of the jury list?

The SOLICITOR-GENERAL: The new jurors' list came into effect on 1st January this year. As I have already stated, it is hoped that the complement of seven jurymen will be possible not later than 1st June. [27th February.

RULES AND ORDERS

S.R. & O., 1947, No. 248/L.3.

SUPREME COURT, ENGLAND

PROCEDURE

THE RULES OF THE SUPREME COURT (No. 1), 1947

DATED FEBRUARY 11, 1947

I, William Allen Viscount Jowitt, Lord High Chancellor of Great Britain, in exercise of the powers conferred upon me by Section 1 of the Administration of Justice (Emergency Provisions) Act, 1939,* and of all other powers enabling me in this behalf, and with the concurrence of two other Judges of the Supreme Court, do hereby make the following Rules under Section 99 of the Supreme Court of Judicature (Consolidation) Act, 1925†:—

1. In Order LIX, Rule 3 (which prescribes that applications for mandamus, etc., shall not be made without leave), the following paragraph shall be substituted for paragraph (5):

"(5) Where an application for leave under this Rule is refused by a judge in chambers, the applicant may appeal in accordance with Rule 24 of Order LIV to a divisional court of the King's Bench Division, but a refusal of leave by a divisional court on any such appeal shall be final."

2.—(1) Rule 1 of the Rules of the Supreme Court (No. 8), 1940 (which increased the periods of time for doing certain acts or taking proceedings and the time for entry of appearance in the forms of writ of summons and originating summons), is hereby revoked.

(2) In the forms of writ of summons and originating summons to which an appearance is required to be entered within twelve days of service of the writ or summons upon the defendant, inclusive of the day of service, "eight days" shall be substituted for "twelve days".

3. In Appendix N to the Rules of the Supreme Court, in Fees 106 and 107 (which relate to the maximum amounts per folio which may be allowed on taxation for printing pleadings, etc.), "3s. 8d." shall be substituted for "3s. 4d.", and "2½d." shall be substituted for "2d." in both the Higher and the Lower Scale.

4. These Rules may be cited as the Rules of the Supreme Court (No. 1), 1947.

5.—(1) Rule 2 of these Rules shall come into operation on 12th October, 1947.

(2) The remainder of the Rules shall come into operation on the 1st day of March, 1947.

Dated the 11th day of February, 1947. *Jowitt*, C.

We concur, *Goddard*, C.J.
Greene, M.R.

* 2 & 3 Geo. 6, c. 78. † 15 & 16 Geo. 5, c. 49.

RECENT LEGISLATION

STATUTORY RULES AND ORDERS, 1947

No. 235. **Compensation of Displaced Officers** (War Service) (General Powers) (Scotland) Regulations, February 8.

No. 121. **Compulsory Purchase of Land** Amendment Regulations. January 23.

No. 164. **Double Taxation Relief** (Taxes on Income) (France) Order in Council. January 29.

No. 165. **Foreign Marriages** (Transjordan) Order in Council. January 29.

No. 183. **Personal Injuries** (Civilians) Scheme. February 4.

No. 248. **Rules of the Supreme Court** (No. 1). February 11.

No. 280. **Session, Court of, Scotland.** Procedure. Act of Sederunt amending Rules of Court. January 21.

No. 288. Session, Court of, Scotland. Procedure. Act of Sederunt amending Rules of Court. January 28.

No. 197. **Supplies and Services (Transitional Powers).** Control of Engagement (Amendment) Order. February 5.

No. 195. **Supreme Court, England.** Circuits (Civil Business) Order in Council. January 29.

No. 261. **Unemployment Insurance** (Banking Industry Special Scheme) (Amendment) Order. February 10.

No. 312. Unemployment Insurance (Banking Industry Special Scheme) (Amendment) (No. 2) Order. February 20.

No. 262. Unemployment Insurance (Insurance Industry Special Scheme) (Amendment) Order. February 10.

No. 313. Unemployment Insurance (Insurance Industry Special Scheme) (Amendment) (No. 2) Order. February 20.

LORD CHANCELLOR'S DEPARTMENT

Pensions Appeal Tribunals. Assessment Appeals. Notes for the Guidance of Appellants. February, 1947.

HOME OFFICE

Witnesses Allowances Order. Departmental Committee (Chairman, Mr. F. C. Johnson) Report. December 12.

[Any of the above may be obtained from the Publishing Department, S.L.S.S., Ltd., 88/90, Chancery Lane, London, W.C.2.]

NOTES AND NEWS

Honours and Appointments

The King has approved the appointment of the Hon. LORD MONCRIEFF, formerly Senior Judge of the Court of Session, as Lord Justice Clerk, in succession to the Right Hon. Lord Cooper.

The King has approved that the honour of knighthood be conferred on the Hon. Mr. Justice FINNEMORE on his appointment as a Justice of the High Court.

The Lord Chancellor has appointed Mr. ALLISTER MCNICOLL HAMILTON to be Judge of the County Courts on Circuit No. 23 (Coventry, Northampton, etc.) with effect from the 22nd February, 1947, in succession to Judge Forbes, transferred to Circuit No. 21 (Birmingham), with effect from the same date.

The Lord Chancellor has appointed Mr. C. W. BIRD, the Adjustment Officer of the Liabilities Adjustment Offices at London (South Croydon) and Brighton, to be in addition the Adjustment Officer of the Liabilities Adjustment Office at Canterbury as from the 2nd January, 1947.

The following appointments are announced in the Colonial Legal Service:—

Mr. M. BUTTROSE has been appointed Crown Counsel, Malaya; Mr. E. D. W. CRAWSHAW, Crown Counsel, Zanzibar, to be Attorney-General, Aden; Mr. J. B. GRIFFIN, Solicitor-General, Palestine, to be Attorney-General, Hong Kong; Mr. H. J. P. HOGAN, Attorney-General, Aden, to be Solicitor-General, Palestine; Mr. C. MATHEW, Attorney-General, Nyasaland, to be Attorney-General, Tanganyika.

LORD COOPER, Lord Justice-General of Scotland, has been elected an honorary master of the Bench of the Middle Temple, and Mr. R. F. LEVY, K.C. and Mr. H. EDMUNDS have been elected masters of the Bench.

The Minister of Fuel and Power has appointed Mr. RICHARD CLEGG, Town Clerk of Chesterfield, as a member of the Committee on Mining Subsidence. He was admitted in 1927.

Mr. W. J. CANTON, D.L., LL.B., has been elected President of the Merthyr Tydfil and Aberdare Law Society in succession to Mr. Edward Roberts, with Mr. JAMES E. TAYLOR as Vice-President and Mr. T. GRIFFITHS as Hon. Treasurer. Mr. Canton was admitted in 1909 and has been Hon. Secretary of the Society for fifteen years.

Notes

A course of three lectures on the new scheme of social insurance, including industrial injuries, will be given by Mr. H. Samuels, M.A., Barrister-at-Law, in the Industrial Welfare Society's Council Room, at 14 Hobart Place, Westminster, S.W.1, on Tuesdays, 11th, 18th and 25th March, at 5.30 p.m. Further information can be obtained on application to the Secretary of the Society, 14 Hobart Place, S.W.1.

Four new rent tribunals are now in operation: *Blackpool.* Fleetwood and Lytham St. Annes, and the rural district of Fylde, Chairman, Mr. A. Davies; Member and Reserve Chairman, Mr. T. Underwood; Member, Mrs. T. Rushworth; Reserve Member, Mr. A. Paine; Clerk, Mr. B. Ingham. Office, 35 Clifton Street, Blackpool.

Deal, Dover, Folkestone, Hythe, Margate, Ramsgate, Tenterden, Ashford, Broadstairs and St. Peters, Herne Bay and Whitstable, and the rural district of Tenterden. Chairman, Mr. F. J. Earles; Member and Reserve Chairman, Mr. F. R. Powell; Member, Mr. E. F. Owen; Reserve Members, Mrs. C. Horsfield, Mr. S. Jeffrey, Mrs. W. L. Norrie; Clerk, Mr. J. H. I. Williams. Office, Old Council Offices, Church Street, Folkestone.

York, Harrogate, Ripon, Knaresborough, Northallerton and Norton, and the rural districts of Flaxton, Helmsley, Molton and Easingwold. Chairman, Mr. H. Crowther; Member and Reserve Chairman, Mr. A. O. Armstrong; Member, Mr. C. J. Carrick; Reserve Members, Mr. A. E. Skelton, Mrs. E. Lawn; Clerk, Mr. W. Ramson. Office, Exchange Chambers, 3 Coppergate, York.

Bootle, Southport, Crosby, Formby and Litherland. Chairman, Mr. J. R. Rimmer; Member and Reserve Chairman, Mr. J. R. Dunn; Member, Miss F. Rollo; Reserve Member, Mr. W. Wall; Assistant Clerk, Mr. G. P. Retegno. Office, Burlington House, Crosby Road, Waterloo.

Additions have been made as follows to the areas of tribunals already set up:—

Bath: Wilton and the rural districts of Bathavon, Warminster and Westbury. *Shrewsbury:* Oswestry. *Hull:* Rural district of Holderness. *Exeter:* Lyme Regis, Newton Abbot and the rural district of Okehampton. *Bournemouth:* Bridport. *Bedford:* Dunstable. *Watford:* Chorley Wood and the rural district of Ware. *St. Austell:* Truro and the rural district of West Penwith. *Southend:* Benfleet. *Sheffield:* The rural district of Bakewell. *Wolverhampton:* Brierley Hill. *Rochdale:* Oldham. *Portsmouth:* Eastleigh, Cowes, Sandown-Shanklin, and the rural districts of Droxford and the Isle of Wight. *Crayford:* The rural district of Dartford. *Slough:* Chesham and the rural districts of Amersham and Wycombe. *Weston-Super-Mare:* Yeovil. *Middlesbrough:* Redcar. *Bradford:* Keighley.

COURT PAPERS

SUPREME COURT OF JUDICATURE

HILARY SITTINGS, 1947

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota	Appeal Court I	Mr. Justice Vaisey
Mon., Mar. 10	Mr. Reader	Mr. Andrews	Mr. Jones
Tues., ,, 11	Hay	Jones	Reader
Wed., ,, 12	Farr	Reader	Hay
Thurs., ,, 13	Blaker	Hay	Farr
Fri., ,, 14	Andrews	Farr	Blaker
Sat., ,, 15	Jones	Blaker	Andrews

	Group A		Group B	
Date.	Mr. Justice Roxburgh *Non-Witness.*	Mr. Justice Wynn-Parry *Witness.*	Mr. Justice Evershed *Witness.*	Mr. Justice Romer *Non-Witness*
Mon., ,, 10	Mr. Blaker	Mr. Farr	Mr. Reader	Mr. Hay
Tues., ,, 11	Andrews	Blaker	Hay	Farr
Wed., ,, 12	Jones	Andrews	Farr	Blaker
Thurs., ,, 13	Reader	Jones	Blaker	Andrews
Fri., ,, 14	Hay	Reader	Andrews	Jones
Sat., ,, 15	Farr	Hay	Jones	Reader

STOCK EXCHANGE PRICES OF CERTAIN TRUSTEE SECURITIES

Bank Rate (26th October, 1939) 2%

	Div. Months	Middle Price Mar. 3 1947	Flat Interest Yield £ s. d.	‡ Approximate Yield with redemption £ s. d.
British Government Securities				
Consols 4% 1957 or after	FA	115⅜	3 9 1	2 2 10
Consols 2½%	JAJO	96½xd	2 11 10	—
War Loan 3% 1955–59	AO	108⅜	2 15 2	1 15 11
War Loan 3½% 1952 or after	JD	107¾	3 4 11	1 19 4
Funding 4% Loan 1960–90	MN	120⅜	3 6 3	2 2 11
Funding 3% Loan 1959–69	AO	108½	2 15 5	2 4 0
Funding 2¾% Loan 1952–57	JD	105	2 12 5	1 15 4
Funding 2½% Loan 1956–61	AO	104⅜	2 7 8	1 18 2
Victory 4% Loan Av. life 18 years	MS	121	3 6 1	2 10 7
Conversion 3½% Loan 1961 or after	AO	112⅜xd	3 2 1	2 8 4
National Defence Loan 3% 1954–58	JJ	107½	2 15 10	1 14 9
National War Bonds 2½% 1952–54	MS	103⅝	2 8 3	1 16 5
Savings Bonds 3% 1955–65	FA	107	2 16 1	2 0 8
Savings Bonds 3% 1960–70	MS	107½	2 15 11	2 6 10
Treasury 2½%	AO	97¾	2 11 1	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	101	2 19 5	—
Guaranteed 2½% Stock (Irish Land Act, 1903)	JJ	101	2 14 5	—
Redemption 3% 1986–96	AO	113½xd	2 12 10	2 9 3
Sudan 4½% 1939–73 Av. life 16 years	FA	125	3 12 0	2 11 6
Sudan 4% 1974 Red. in part after 1950	MN	117½	3 8 1	—
Tanganyika 4% Guaranteed 1951–71	FA	106½	3 15 1	2 5 3
Lon. Elec. T.F. Corp. 2½% 1950–55	FA	101½	2 9 3	2 0 0
Colonial Securities				
*Australia (Commonw'h) 4% 1955–70	JJ	113½	3 10 6	2 4 8
Australia (Commonw'h) 3½% 1964–74	JJ	112	2 18 0	2 7 6
*Australia (Commonw'h) 3% 1955–58	AO	106	2 16 7	2 4 2
†Nigeria 4% 1963	AO	123½	3 4 9	2 6 2
*Queensland 3½% 1950–70	JJ	104	3 7 4	2 2 6
Southern Rhodesia 3½% 1961–66	JJ	114½	3 1 2	2 5 7
Trinidad 3% 1965–70	AO	109½xd	2 14 10	2 7 6
Corporation Stocks				
*Birmingham 3% 1947 or after	JJ	100½	2 19 8	—
*Leeds 3¼% 1958–62	JJ	109	2 19 8	2 6 1
*Liverpool 3% 1954–64	MN	105	2 17 2	2 4 3
Liverpool 3½% Red'mable by agreement with holders or by purchase	JAJO	128xd	2 14 8	—
London County 3% Con. Stock after 1920 at option of Corporation	MSJD	101⅛	2 19 1	—
*London County 3½% 1954–59	FA	110	3 3 8	2 0 11
*Manchester 3% 1941 or after	FA	101	2 19 5	—
*Manchester 3% 1958–63	AO	108	2 15 7	2 4 5
Met. Water Board "A" 1963–2003	AO	108xd	2 15 7	2 7 8
* Do. do. 3% "B" 1934–2003	MS	101	2 19 5	—
* Do. do. 3% "E" 1953–73	JJ	105	2 17 2	2 2 1
Middlesex C.C. 3% 1961–66	MS	107½	2 15 10	2 7 4
*Newcastle 3% Consolidated 1957	MS	106	2 16 7	2 6 5
Nottingham 3% Irredeemable	MN	111	2 14 1	—
Sheffield Corporation 3½% 1968	JJ	116½	3 0 1	2 9 8
Railway Debenture and Preference Stocks				
Gt. Western Rly. 4% Debenture	JJ	124⅛	3 4 3	—
Gt. Western Rly. 4½% Debenture	JJ	125⅛	3 11 9	—
Gt. Western Rly. 5% Debenture	JJ	137½	3 12 9	—
Gt. Western Rly. 5% Rent Charge	FA	135½	3 13 10	—
Gt. Western Rly. 5% Cons. G'rteed.	MA	132½xd	3 15 6	—
Gt. Western Rly. 5% Preference	MA	121½xd	4 2 4	—

* Not available to Trustees over par.
† Not available to Trustees over 115.
‡ In the case of Stocks at a premium, the yield with redemption has been calculated the earliest date; in the case of other Stocks, as at the latest date.

"THE SOLICITORS' JOURNAL"

Editorial, Publishing and Advertisement Offices: 88–90, Chancery Lane, London, W.C.2. Telephone: Holborn 1403.

Annual Subscription: Inland, £3; Overseas, £3 5s. (payable yearly, half-yearly or quarterly in advance).

Advertisements must be received first post Tuesday.

Contributions are cordially invited and should be accompanied by the name and address of the author (not necessarily for publication).